In the Matter of the Arbitration between:

THE NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND, NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS WELFARE FUND, NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS ANNUITY FUND, NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS APPRENTICESHIP, JOURNEYMAN RETRAINING, EDUCATIONAL & INDUSTRY FUND, TRUSTEES OF THE NEW YORK CITY CARPENTERS RELIEF AND CHARITY FUND, By the BOARD OF TRUSTEES, THE NEW YORK CITY AND VICINITY CARPENTERS LABOR-MANAGEMENT CORPORATION, and the DISTRICT COUNCIL FOR NEW YORK CITY AND VICINITY, UNITED BROTHERHOOD CARPENTERS AND JOINERS OF AMERICA,

Petitioners,

-against-

A.J.S. PROJECT MANAGEMENT, INC.,

Respondent.

AFFIDAVIT OF
JOHN SHEEHY

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

JOHN SHEEHY, being duly sworn, deposes and says:

1. I am the Director of Jurisdiction of the New York City District Council of Carpenters (the "District Council"), and a union trustee of the New York City District Council of Carpenters Pension, Welfare, Annuity, and Apprenticeship, Journeyman Retraining, Educational & Industry Funds (the "Funds").

2. A.J.S. Project Management, Inc. ("A.J.S.") performed carpentry work in 2012-13 under the New York City School Construction Authority Project Labor Agreement ("SCA PLA"), a copy of which is annexed hereto as Exhibit A.

3. The SCA PLA binds employers to the applicable collective bargaining agreement among those contained in Schedule A of the SCA PLA. The collective bargaining agreement applicable to the relevant work performed by A.J.S. in 2012-13 under the SCA PLA is the Independent Building Construction Agreement (the "IBC CBA"), a copy of which is annexed hereto as Exhibit B.

4. The SCA PLA also binds employers to the Trust Agreements pursuant to which the jointly-trustees benefit funds to which employers must contribute are maintained. See Exhibit A, Article 11, Section 2(B).

5. The IBC CBA provides that "in the event that proceedings are instituted before an arbitrator . . . to collect delinquent contributions to [the] Funds, and if such arbitration renders an award in favor of such Fund(s), the arbitrator shall be empowered to award such interest, liquidated damages, and/or costs as may be applicable under the Agreement and Declaration of Trust establishing such Fund(s)." See Exhibit B, Article XV, Section 6(6).

6. Each of the Funds' Agreements and Declarations of Trust provides that the Board of Trustees is empowered and authorized to assess and collect interest, liquidated damages, attorneys' fees and costs. Attached hereto as Exhibit C is the Agreement and Declaration of Trust of the Pension Fund. See Article V, Section 2(a) thereof.

7. Each of the Funds' Agreements and Declarations of Trust provides that the Board of Trustees is empowered and authorized to promulgate rules and regulations necessary to the proper administration of the Fund. See Exhibit C, Article VII, Section 1(29) thereof.

8. The Funds maintain a written Statement of Policy for Collection of Employer Contributions (the "Collection Policy"), a copy of which is annexed hereto as Exhibit D.

9. The Collection Policy provides that, in any lawsuit or arbitration against a delinquent employer, the Funds shall be entitled to collect, in addition to the delinquent contributions: (1) interest calculated at the prime lending rate of Citibank plus 200 basis points from the date the contributions were due until the date the contributions are received; (2) liquidated damages, which consist of the greater of the interest on the delinquent contributions or 20% of the principal amount of all delinquent contributions owed; (3) attorneys' fees and costs incurred by the Funds in collecting the delinquent contributions; and (4) audit costs. See Exhibit D, Section 5.

10. I am in receipt of a letter dated February 29, 2016 from Maria Sardoma of A.J.S. to the Funds wherein A.J.S. acknowledges that eleven workers appearing in the 2012-13 audit of A.J.S. whom it says it misclassified as carpenters actually performed at least some covered work. A copy of the letter is annexed hereto as Exhibit E.

11. Ms. Sardoma states in her letter that she prepared the certified payroll records for A.J.S. on the three projects forming the basis of the 2012-13 audit findings, and that she misclassified 11 workers as carpenters. Ms. Sardoma goes on to state that the 11 workers performed: "repair windows, moving scaffolding, fixing doors, repair railings, repairing fence, masonry patch, demolition, cleanup and including protection." Repairing windows, moving scaffolding, fixing doors, repairing railings, repairing fences, and protection are all tasks falling within the jurisdiction of the District Council and are expressly covered by the IBC CBA. See Exhibit B, Article II.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on:
August 24, 2016

John Sheehy

Sworn to before me this
24th day of August, 2016

8/24/16.
Notary Public

YARIELA CARVAJAL
Notary Public, State of New York
No. 01CA6251595
Qualified in Queens County
Commission Expires Nov. 14, 2019

Exhibit "A"

PROJECT LABOR AGREEMENT COVERING SPECIFIED CONSTRUCTION WORK UNDER THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2009-2014

ON BEHALF OF THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 15 day of October, 2009

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY

BY: Gary LaBarbera
(Name/Title)

FOR NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

BY: ______________________________
(Name/Title)

Memorandum Of Agreement

The New York City School Construction Authority ("SCA") and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") are parties to Project Labor Agreement Covering Specified Construction Work Under the Department of Education's Capital Improvement and Restructuring Programs for Fiscal Years 2010-2014 ("PLA").

International Union of Bricklayers and Allied Craftworkers, Local Union No. 1 ("Local 1") is not a member of the Council, and the Council is not authorized to represent Local 1 for any purpose or in any capacity. Local 1 hereby agrees to adopt and incorporate into this memorandum the terms of the PLA for covered work as if it were an original signatory thereto, and references in the PLA to the "Building and Construction Trades Council of Greater New York and Vicinity," the "Council," "Union[s]" and/or "Local Union[s]" shall mean "Local 1."

Dated: 11/3/09

International Union of Bricklayers and Allied Craftworkers, Local Union No. 1

NYC School Construction Authority
Sharon L. Greenberger
President & CEO

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PROJECT LABOR AGREEMENT COVERING SPECIFIED CONSTRUCTION ON BEHALF OF THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

ARTICLE 1 - PREAMBLE

WHEREAS, the New York City School Construction Authority ('Authority), acting as its own Construction Manager, desires to provide for the cost efficient, safe, quality, and timely completion of certain rehabilitation and renovation work performed under the Authority's Capital Improvement Program ("CIP") and Restructuring Program ("Program Work," as defined in Article 3) for Fiscal Years 2010 to 2014 in a manner designed to afford the lowest costs to the Authority, and the Public it represents, and the advancement of permissible statutory objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

(1) providing a mechanism for responding to the unique construction needs associated with this Program Work and achieving the most cost effective means of construction, including direct labor cost savings, the Building and Construction Trades Council of Greater New York and Vicinity, on its behalf and on behalf of its affiliated Local Unions and their members, waiving various shift and other hourly premiums and other work and pay practices which would otherwise apply to Program Work.

(2) expediting the construction process and otherwise minimizing the disruption to the educational environment of New York City public schools;

(3) promoting the statutory objectives stated in the Authority's enabling

legislation, Public Authorities Law § 1725 et seq., in a non-discriminatory manner designed to open construction opportunities to all qualified bidders;

(4) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Program Work;

(5) standardizing the terms and conditions governing the employment of labor on the Program Work

(6) permitting wide flexibility in work scheduling and shift hours and times to allow maximum work to be done during off-school hours yet at affordable pay rates;

(7) permitting adjustments to work rules and staffing requirements from those which otherwise might obtain;

(8) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

(9) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged;

(10) ensuring a reliable source of skilled and experienced labor;

and, WHEREAS, the Building and Construction Trades Council of Greater New York and Vicinity, its affiliated Local Unions and their members, desire to assist the Authority in improving public education in the City of New York, as well as to provide for stability, security and work opportunities which are afforded by a Project Labor Agreement;

and, WHEREAS, the Parties desire to maximize Program Work safety conditions for both workers and users of New York City Schools under construction;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") for rehabilitation and renovation work to be performed under the defined CIP and Restructuring Program entered into by the New York City School Construction Authority and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") and its signatory affiliated Local Unions and their members) ("Local Unions").

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the various Union parties including the Building and Construction Trades Council of Greater New York and Vicinity and its affiliated Local Unions, are referred to singularly and collectively as "Union(s)"; where specific reference is made to "Local Unions," that phrase is sometimes used; the term "Contractor(s)" shall include any Construction Project Manager who may serve as a successor to the Authority in that role, to General Contractors and to all other contractors, and subcontractors of whatever tier, engaged in Program Work within the scope of this Agreement as defined in Article 3; the New York City School Construction Authority is referred to as the "Authority," except that when the Authority is referred to in its capacity as Construction Project Manager, it (or any successor to the Authority acting in that capacity) is referred to as "Construction Project Manager;" the Building and Construction Trades Council of Greater New York and Vicinity is referred to as the "Council"; and the work covered by this Agreement (as defined in Article 3) is referred to as "Program Work".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the Council, on behalf of itself, its affiliated Local Unions and their members; and (2) the Agreement is approved and signed by the President and Chief Executive Officer of the Authority.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all Unions and their affiliates, the Construction Project Manager (in its capacity as such) and all Contractors performing Program Work, as defined in Article 3. The Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to that subcontracted work falling within the scope of Article 3 and all Contractors and subcontractors performing Program Work shall be required to sign an Affidavit of Project Labor Agreement in the form annexed hereto as Exhibit "A". This Agreement shall be administered by the Construction Project Manager or such other designee as may be named by the Authority, on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Program Work, in whole or in part. Where a subject covered by the provisions, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Program Work. No practice, understanding or agreement between a Contractor and a Local Union which is not set forth in this Agreement shall be binding on this Program Work unless endorsed in writing by the Construction Project Manager or such other designee as may be designated by the Authority.

It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles 7, 9 and 10 of this Project Labor Agreement, which shall apply to such work.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Construction Project Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the Council and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE AUTHORITY

The Authority shall require in its bid specifications for all Program Work within the scope of Article 3 that all successful bidders, and their subcontractors of all tiers, become bound by, and signatory to, this Agreement. The Authority (including in its role as Construction Project Manager) shall not be liable for any violation of this Agreement by any Contractor. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Authority (including in its role as Construction Project Manager) in determining which Contractors shall be awarded contracts for Program Work. It is further understood that the Authority (including in its role as Construction Project Manager) has sole discretion at any time to terminate, delay or suspend the Program Work, in whole or part, on any Program.

SECTION 7. AVAILABILITY AND APPLICABILITY

TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Program Work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the site of Program Work.

ARTICLE 3-SCOPE OF THE AGREEMENT

SECTION 1. WORKED COVERED

Program Work shall be limited to designated rehabilitation and renovation construction contracts bid and let by the New York City School Construction Authority after the effective date of this Agreement for rehabilitation and renovation work performed on New York City Public Schools pursuant to funds authorized under the

Capital Improvement and Restructuring Programs for Fiscal Years 2010 to 2014. Subject to the foregoing, and the exclusions below, such Program Work generally shall include demolition, reconstruction, rehabilitation, renovation work associated with school improvement and restructuring, technology enhancement, safety enhancement, general enhancement, CIP and other programs and needs as set forth in the Capital Program.

It is understood that Program Work does not include, and this Project Labor Agreement shall not apply to, any other work, including:

1. Contracts let and work performed in connection with projects carried over, recycled from, or performed under bids or rebids relating to work initiated under Fiscal Years Programs prior to 2009, or to any contracts for Fiscal Year Programs after 2009 which have been bid prior to the effective date of this Agreement.

2. Contracts let and work performed in connection with any and all Mentor and Graduate Mentor Contracts involving minority and women contractors, provided such contracts have a value of $1,000,000 or less; except to the extent that a Mentor Contractor not otherwise bound to a Schedule "A" chooses, on a job-by-job basis, to work under the terms of the PLA.

3. Contracts let by and work performed under the authority of New York City Department of Education or the New York City Department of Design and Construction.

4. Contracts let and work performed for lease build out construction.

5. Contracts let and work performed under the New Capacity Program of the Capital Plan (including new building construction, additions to existing facilities,

and lease build outs).

6. Contracts let and work performed under the Charter and Partnership Schools Program of the Capital Plan.

7. Contracts let and work performed for Maintenance and Janitorial work.

8. Technology Enhancements to the extent they do not involve construction services.

SECTION 2. TIME LIMITATIONS

In addition to falling within the scope of Section 1, to be covered by this Agreement Program Work must be (1) let for bid after the effective date of this Agreement, and (2) let for bid prior to June 30, 2014, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Program Work until completion, even if not completed by the expiration date of the Agreement. If Program Work otherwise falling within the scope of Section 1 is not let for bid by the expiration date of this Agreement, this Agreement may be extended to that work by mutual agreement of the parties.

SECTION 3. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing Program Work:

a. Superintendents, supervisors (excluding general and forepersons specifically covered by a craft's Schedule A), engineers, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons;

b. Employees of the Authority, or of any New York City or other municipal or State agency, authority or entity (including but not limited to employees of the New York City Department of Education), or employees of any other public employer, even though working on the Program site while covered Program Work is underway;

c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery or involved in deliveries to and from the Program site;

d. Employees of the Construction Project Manager (except that in the event the Authority engages a contractor to serve as Construction Project Manager, then those employees of the Construction Project Manager performing manual, on site construction labor will be covered by this Agreement);

e. Employees engaged in on-site equipment warranty work;

f. Employees engaged in geophysical testing other than boring for core samples;

g. Employees engaged in laboratory, specialty testing, or inspections, pursuant to a professional services agreement between the Authority, or any of the Authority's other professional consultants, and such laboratory, testing, inspection or surveying firm;

h. Employees engaged in work which is ancillary to Program Work and performed by third parties such as electric utilities, gas utilities, telephone companies, and railroads, provided such entities may only install their work up to a pre-determined demarcation point in a project, and provided further, the employees of such entities may not perform the work historically performed by the affiliated local unions.

i. Employees engaged in technology installation (except to the extent they are involved in construction services in connection with such installation) and provided that all low voltage work from the pre-determined demarcation point (or points where there is a different demarcation point for voice and data) shall continue to be in jurisdiction of Local 3 electricians.

SECTION 4. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to those parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform work Project Work. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Authority (including in its capacity as Construction Project Manager) or any Contractor. The Agreement shall further not apply to the Authority or any New York City or other municipal or State agency, authority, or entity (including but not limited to the New York City Department of Education ("DOE") or the Department of Design & Construction), or any other public entity, and nothing contained herein shall be construed to prohibit or restrict the Authority or its employees or any State, New York City or other municipal or State authority, agency or entity (including but not limited to the DOE) and its employees from performing on or off-site work related to Programs. As the contracts involving covered work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Construction Project Manager for performance under the terms of this Agreement.

ARTICLE 4- UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Program Work, with respect to that work.

SECTION 2. UNION REFERRAL

A. The Contractors agree to employ and hire craft employees for Program Work covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, Contractors shall have sole right to determine the competency of all referrals; to determine the number of employees required; select employees for layoff (subject to Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments. In the event that a Local Union is unable to fill any request for qualified employees within a 48 hour period after such requisition is made by a Contractor (Saturdays, Sundays and holidays excepted), a Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of craft employees hired for Program Work within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Program Work and who meet the following qualifications:

(1) possess any license required by New York State law for the Program Work to be performed;

(2) have worked a total of at least 1000 hours in the Construction field during the prior three (3) years; and

(3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award.

No more than twelve (12%) percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above. Under this provision, name referrals begin with the eighth employee needed and continue on that same basis.

C. Where a Graduate Mentor or Mentor contractor voluntarily enters into a Collective Bargaining Agreement ("CBA") with a BCTC Union, the employees of such contractor at the time the CBA is executed shall be allowed to join the union for the applicable trade subject to satisfying the union's basic standards of proficiency for admission.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Council represents that each Local Union hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling affirmative action goals as set forth in the Authority's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Program Work and only to the extent of tendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions which represent the craft in which the employee is performing Program

Work. No employee shall be discriminated against at any Program Work site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment will be received by the Local Unions as an agency shop fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftpersons he is leading exceed a specified number

ARTICLE 5- UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Program Work employees shall be entitled to designate in writing (copy to Contractor involved and Construction Project Manager) one representative, and/or the Business Manager, who shall be afforded access to the Project Work site.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Construction Project Manager of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union twenty-four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A provision, such provision shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6- MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number of employees to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual, as determined by the Contractor or Authority (including in its role as Construction Project Manager), and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials or products, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source provided that they comply with lawful union standards clauses contained in Schedule "A" agreements. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is performed off-site for Program Work.

ARTICLE 7- WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Program Work site for any reason by any Union or employee against any Contractor or employer. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the Program Work or the educational mission and objectives of the New York City public schools at any Program Work site. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to a Program Work site is a violation of this Article. Should any employees breach this provision, the Unions will use their best efforts to try to immediately end that breach and return all employees to work. There shall be no lockout at a Program Work site by any signatory Contractor.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the Local Union involved advising of such fact, with copies of the notification to the Council. The Local Union shall instruct and order, the Council shall request, and each shall otherwise use their best efforts to cause, the employees (and where necessary the Council shall use its best efforts to cause the Local Union), to immediately cease and desist from any violation of this Article. If the Council complies with these obligations it shall not be liable for the unauthorized acts of a Local Union or its members. Similarly, a Local Union and its members will not be liable for any unauthorized acts of the Council. Failure of a Contractor or the Construction Project Manager to give any notification set forth in this Article shall not excuse any violation of Section 1 of this Article.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

a. A party invoking this procedure shall notify Richard Adelman or Richard C. Cooper who shall alternate (beginning with Arbitrator Richard Adelman) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within twenty-four (24) hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

b. The arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council and the Construction Project Manager, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty-four (24) hours after the notice to the district or area council required by Section 3, above.

c. All notices pursuant to this Article may be provided by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor, Construction Project Manager and Local Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (any damages issue is reserved solely for court proceedings, if any.) The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved, and the Construction Project Manager. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel.

Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

The Program Labor Management Committee will meet on a regular basis to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) protect the public interests; 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project Work.

SECTION 2. COMPOSITION

The Committee shall be jointly chaired by a designee of the Authority and the Council. It may include representatives of the Local Unions and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed upon sub-committees.

ARTICLE 9- GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the Construction Project Manager. To be timely, such notice of the grievance must be given within seven (7) calendar days after the act, occurrence or event giving rise to the grievance. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within seven (7) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the Construction Project Manager (or designee) as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within seven (7) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the involved Contractor, Council and the Construction Project Manager (or designee), shall meet in Step 2 within seven (7) calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within twenty-one (21) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the Construction Project Manager or designee) to Richard Adelman or Richard C. Cooper who shall act, alternately (beginning with Arbitrator Richard

Adelman), as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Construction Project Manager (or designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 60 calendar days prior to the date of service of the written grievance on the Construction Project Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY CONSTRUCTION PROJECT MANAGER

The Construction Project Manager (or such other designee of the Authority) shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

The New York Plan For the Settlement of Jurisdictional Disputes ("New York Plan") shall apply to the settlement of all jurisdictional disputes involving Program Work.

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

All Project Work assignments shall be made by the Contractor pursuant to the Greenbook decisions of the New York Plan. Where there are no applicable Greenbook decisions, assignments shall be made in accordance with the provisions of the New York Plan.

SECTION 3. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the Project Work while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE BENEFITS

A. The Contractors agree to pay timely contributions on behalf of all employees covered by this Agreement to those established jointly trusteed employee benefit funds designated in Schedule A (in the appropriate Schedule A amounts), provided that such benefits are required to be paid on public works under any applicable prevailing wage law. Bona fide jointly trusteed fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly required under applicable prevailing wage law. Contractors, not otherwise contractually bound to do so, shall not be required to contribute to benefits, trusts, or plans of any kind which are not required by the prevailing wage law;, provided however, that this provision does not relieve Contractors signatory to local collective bargaining agreement with any affiliated union from complying with the fringe benefit requirements for all funds contained in the CBA.

B. The Contractors agrees to be bound by the written terms of the legally established jointly trusteed Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to Program Work done under this Agreement and only for those employees to whom this Agreement requires such benefit payments.

C. In consideration of the unions' waiver of their rights to withhold labor from a contractor or subcontractor delinquent in the payment of fringe benefits contributions ("Delinquent Contractor"); the SCA agrees that where any such union and/or fringe benefit fund shall notify the SCA, the General Contractor, and the Delinquent Contractor in writing that the Delinquent Contractor has failed to make fringe benefit contributions to it as provided herein and the Delinquent Contractor shall fail, within five (5) calendar days after receipt of such notice, to furnish either proof of such payment or notice that the amount claimed by the union and/or fringe benefit fund is in dispute, the SCA shall withhold from amounts then or thereafter becoming due and payable to the General Contractor, an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union or fringe benefit fund claims to be due it, shall remit the amount when and so withheld to the fringe benefit fund and deduct such payment from the amounts then otherwise due and payable to the General Contractor, which payment shall, as between the General Contractor and the SCA, be deemed a payment by the SCA to the General Contractor; provided however, that in any month, such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. The union or its employee benefit funds shall include in its notification of delinquent payment of fringe benefits only such amount it asserts the Delinquent Contractor failed to pay on the specific project against which the claim is made and the union or its employee benefit funds may not include in such notification any amount such Delinquent Contractor may have failed to pay on any other SCA or non-SCA project.

D. In the event the General Contractor or Delinquent Contractor shall notify the SCA as above provided that the claim of the union or fringe benefit fund is in dispute, the SCA shall withhold from amounts then or thereafter becoming due and payable to the General Contractor, an amount equal to that portion of such payment due to the General Contractor that relates solely to the work performed by the Delinquent Contractor which the union and/or fringe benefit fund claims to be due it and deposit such amount when and so withheld in a separate interest-bearing account pending resolution of the dispute pursuant to the union's Schedule "A" agreement, and the amount so deposited together with the interest thereon shall be paid to the party or parties ultimately determined to be entitled thereto, or until the Delinquent Contractor and union or fringe benefit fund shall otherwise agree as to the disposition thereof; provided however, that such withholding shall not exceed the amount contained in the General Contractor's monthly invoice for work performed by the Delinquent Contractor. In the event the SCA shall be required to withhold amounts from a General Contractor for the benefit of more than one fringe benefit fund, the amounts so withheld in the manner and amount prescribed above shall be applied to or for such fund in the order in which the written notices of nonpayment have been received by the SCA, and if more than one such notice was received on the same day, proportionately based upon the amount of the union and/or fringe benefit fund claims received on such day. Nothing herein contained shall prevent the SCA from commencing an interpleader action to determine entitlement to a disputed payment in accordance with section one thousand six of the civil practice law and rules or any successor provision thereto.

E. Payment to a fringe benefit fund under this provision shall not relieve the General Contractor or Delinquent Contractor from responsibility for the work covered by the payment. Except as otherwise provided, nothing contained herein shall create any obligation on the part of the SCA to pay any union or fringe benefit fund, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the union/fund and/or fringe benefit and the SCA.

ARTICLE 12- HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of forty (40) hours of work at straight time rates per one of the following schedules:

(1) Five-Day Work Week: Five (5) days, Eight (8) hours plus 1/2 hour unpaid lunch period each day.

(2) Four-Day Work Week: Four (4) days, Ten (10) hours plus 1/2 hour unpaid lunch period each day.

B. In accordance with Program needs, the Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. The Evening Shift shall commence between the hours of 3:00 p.m. and 6:00 p.m., unless different times are necessitated by the Authority's phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and 2:00 a.m., unless different times are necessitated by the Authority's phasing plans on specific projects. Subject to the foregoing, starting and quitting times shall occur at the Program Work site designated by the Contractor.

C. Scheduling - Monday through Friday is the standard work week. The Contractor shall have the option of scheduling either a five-day or four-day work week and work day hours consistent with work requirements and with emphasis on the minimization of interference with the educational mission of the New York City public schools. (A Contractor may switch between five-day and four-day weeks only with notice to and approval of the Authority). When conditions beyond the control of the Contractor, such as severe weather, power failure, fire, or natural disaster, prevent the performance of Program Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4/10s) or schedule Saturday (where on 5/8s) during that calendar week in which a workday was lost, at straight time pay (subject to Section 3 B), provided the employees involved worked a total of forty (40) hours or less during that work week.

D. Notice - Contractors shall provide not less than five (5) days prior notice to the Local Union involved as to the work week and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Except as provided elsewhere in the PLA (e.g., Article 12, Section 1C and Article 12, Section 3B), overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who shall be worked, including the use of employees, other than those who have worked the regular or scheduled work week, at straight time rates, except that, in order to promote efficiency, weekend overtime work shall be offered first to members of the crew which handled that work during the week. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime or schedule overtime as to some, but not all, of the crafts and whether or not of a continuous nature.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work, including Saturday and Sunday work, shall be within the discretion of the Contractor in order to meet Project Work schedules and existing Project Work conditions including the minimization of interference with the educational mission of the New York City public schools. It is not necessary to work a day shift in order to schedule a second or third shift, or a second shift in order to schedule a third shift, or to schedule all of the crafts when only certain crafts or employees are needed. Shifts must have prior approval of the Construction Project Manager, and must be scheduled with not less than five work days notice to the Local Union.

B. Second/or Third Shifts/Saturday and/or Sunday Work - The second shift shall start between 3 p.m. and 6 p.m. and the third shift shall start between 11 p.m. and 2 a.m., subject to different times necessitated by the Authority's phasing plans on specific projects. There shall be no reduction in shift hours work; however, with respect to second and third shift work there shall be a five (5%) percent shift differential premium.

1) This five (5%) percent shift differential premium shall also apply to second and/or third shift work performed on Saturdays or Sundays as make-up days, when necessitated by severe weather, power failure, fire or natural disaster of for similar circumstances beyond the Contractor's control. (The Contractor shall notify the Local Union on the missed day or as soon thereafter as practicable if such a make-up day is to be worked.) No other premium or other payments for such work shall be required unless such work is in excess of forty (40) hours in the week.

2) Weekend Work: Where a worker has not already worked 5/8 hour days or 4/10 hour days, in the week, work performed on weekend days, that are not make-up days, shall be paid at the Contract rate or Time and ½, whichever is less.

3) Weekend Overtime work: Where a worker has already worked forty (40) hours during the regular work week, work performed as weekend overtime work shall be paid pursuant to Schedule "A."

4) All employees within a classification performing Program Work will be paid at the same wage base rate regardless of the shift or work schedule, subject only to the foregoing provisions.

5) The parties acknowledge that the foregoing, providing for second and third shift work to be performed at a five (5%) percent differential above the labor costs of day shift work, is material to the purposes of this Agreement.

C. Flexible Starting Times - Shift starting times will be adjusted by the Contractor as necessary to fulfill Project Work requirements subject to the notice requirements of paragraph A.

D. Four Tens (4/10s) – Notwithstanding any other provision of this Agreement, when working a four-day work week, the standard work day shall consist of ten (10) hours work for ten (10) hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time, upon the proper approval by the NYS DOL, as necessary.

SECTION 4. HOLIDAYS

A. Schedule - There shall be eight (8) recognized holidays on the Project:

New Years Day	Labor Day
Martin Luther King Day	President's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday or Sunday shall be observed on the following Monday.

B. Payment - Regular holiday pay, if any, for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized or observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to their regular schedule and who are not provided with work shall be paid two (2) hours reporting pay at straight time rates. An employee whose work is terminated early by a Contractor due to severe weather, power failure, fire or natural disaster of for similar circumstances beyond the Contractor's control, shall receive pay only for such time as is actually worked. In other instances in which an employee's work is terminated early (unless provided otherwise elsewhere in this Agreement), the employee shall be paid for his full shift.

B. When an employee, who has completed their scheduled shift and left the Project Work site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive overtime pay at the rate of time and one-half of the employee's straight time rate for hours actually worked.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special premium payments or reduction in shift hours of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article and except where an applicable Schedule A requires a full weeks' pay for forepersons.

SECTION 6. PAYMENT OF WAGES

A. Payday - To the extent not inconsistent with Schedule "A", payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked, except that when a Contractor requests that employees remain at the job site available for work, employees will be paid for that time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still Program Work available for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A

Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications in the maximum ratio permitted under law, rule, or regulation of the New York State Department of Labor. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A. The parties encourage the use of the Edward J. Malloy Initiative for Construction Skills, Non-Traditional Employment for Women ("N.E.W).; Helmets to Hardhats; as an appropriate source of apprentice recruitment.

ARTICLE 14-SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA and safety requirements are at all times maintained on the Project Work site and the employees and Unions agree to cooperate fully with these efforts. Employees will perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Authority from injury or harm to the extent consistent with their rights and obligations under the law. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the Construction Project Manager for this Project Work. Such rules will be published and posted in conspicuous places throughout the Project Work sites.

SECT1ON 3. INSPECTIONS

The Contractors and Construction Project Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age or any other status provided by law, in any manner prohibited by law or regulation.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16- GENERAL TERMS

SECTION 1. PROJECT RULES

A. The Construction Project Manager and the Contractors shall establish such reasonable Program Work rules that are not inconsistent with this Agreement or rules common in the industry and are reasonably related to the nature of work. These rules will be explained at the pre-job conference and posted at the Project Work sites and may be amended thereafter as necessary, notice of amendments will be provided to the appropriate Local Union. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

B. The Parties to this Agreement adopt and incorporate by reference herein the BCTC's Standards of Excellence annexed hereto as Exhibit "B".

SECTION 2. TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 5. FULL WORK DAY

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair days work for a fair day's wage.

SECTION 6. COOPERATION AND WAIVER

The Construction Project Manager, Contractors and the Unions will cooperate in seeking any NYS Department of Labor, or any other government, approvals that may be needed for implementation of any terms of this Agreement. In addition, the Council, on their own behalf and on behalf of its affiliated Local Unions and their individual members, intend the provisions of this Agreement to control to the greatest extent permitted by law, notwithstanding contrary provisions of any applicable prevailing wage, or other, law and intend this Agreement to constitute a waiver of any such prevailing wage, or other, law to the greatest extent permissible for work within the scope of this Agreement, including specifically, but not limited to those provisions relating to shift, night, and similar differentials and premiums. This Agreement does not, however, constitute a waiver or modification of the prevailing wage schedules applicable to work not covered by this Agreement.

ARTICLE 17. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or is otherwise determined to be in violation of law, or if such application may cause the loss of Program funding for all or any part of the Program, the provision involved (and/or its application to a particular part of the Program, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the remainder of the Agreement shall remain in full force and effect to the extent allowed by law, unless the part or parts so found to be in violation of law are wholly inseparable from the remaining portions of the Agreement and/or are material to the purposes of the Agreement. In the event a court of competent jurisdiction finds any portion of the Agreement to be invalid, the parties will immediately enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the court determination and the intent of the parties hereto for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Authority's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, is otherwise determined to be in violation of law, or may cause the loss of Program funding for all or any part of the Program, such requirement (and/or its application to a particular part of the Program, as necessary) shall be rendered, temporarily or permanently, null and void, but where practicable the

Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction only where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court or other action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Authority, the Construction Project Manager or any Contractor, or any Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order or injunction, other determination, or in order to maintain funding for Program Work. Bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18- FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Construction Project Manager in writing of the hourly rate changes agreed to in that Area Collective Bargaining which are applicable to work covered by this Agreement and their effective dates.

B. It is agreed that any provisions negotiated into Schedule A collective bargaining agreements will not apply to work under this Agreement if such provisions are less favorable to those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on Program Work if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Program Work by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on such Program Work affecting a Local Union during the course of such renegotiations.

ARTICLE 19 - WORKERS' COMPENSATION ADR

SECTION 1.

The Authority is continuing to investigate the feasibility of utilizing a Workers Compensation ADR program under Section 25 (2-C) of the New York Workers Compensation Law, to be used in conjunction with its Owner Controlled Insurance Program ("OCIP") for Program Work. The Authority's current OCIP expires December 31, 2010, at which time the program will be renewed. The Authority agrees that it will bargain with the Union over inclusion of a pilot Workers Compensation ADR program for use under its OCIP commencing January 1, 2011. This bargaining will include negotiations concerning the pilot program site, the availability of an ADR carrier with the necessary waivers or exemptions under the statute for the particular pilot program site, and other terms and conditions for such an ADR program. Contractors will be required to participate in any resulting program as determined by the Authority. In the event the pilot ADR program is successful and demonstrates meaningful savings for the Authority, the parties will negotiate regarding an ADR program on a Program wide basis. Notwithstanding the status of any of these negotiations, the remainder of this Agreement will remain in full force and effect.

ARTICLE 20 - SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE 21 - HELMETS TO HARDHATS

SECTION 1.

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ___ day of________, _____

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL
OF GREATER NEW YORK AND VICINITY I

BY: ________________________________
(Name/Title)

FOR NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

BY: ________________________________
(Name/Title)

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ______________________________

Date: ______________________________

Carpenters District Council

By: ______________________________

Date: ______________________________

Cement and Concrete Workers No. 18-A

By: ______________________________

Date: ______________________________

Cement Masons No. 780

By: ______________________________

Date: ______________________________

Derrickmen and Riggers Union No. 197

By: ______________________________

Date: ______________________________

Drywall Tapers 1974

By: ______________________________

Date: ______________________________

Electrical Local No. 3

By: ______________________________

Date: ______________________________

Engineers Local Union No. 14

By: ______________________________

Date: ______________________________

Elevator Constructors No.1

By: ______________________________

Date: ______________________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________________

Date: ______________________________

Heat & Frost Insulators Local Union No. 12

By: ______________________________

Date: ______________________________

Iron Workers No. 40

By: ______________________________

Date: ______________________________

Iron Workers District Council

By: ______________________________

Date: ______________________________

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________________

Date: ______________________________

Iron Workers No. 361

By: ______________________________

Date:______________________________

Laborers Construction and General Building No. 79

By: ______________________________

Date:______________________________

Mason Tenders District Council

By: ______________________________

Date:______________________________

Metal Trades Division

By: ______________________________

Date:______________________________

Ornamental Iron Workers No. 580

By: ______________________________

Date:______________________________

Plumbers No. 1

By: ______________________________

Date:______________________________

Roofers & Waterproofers No. 8

By: ______________________________

Date:______________________________

Sheet Metal Workers Local No. 137

By: ______________________________

Date:______________________________

Lathers Metallic Local No. 46

By: ______________________________

Date:______________________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ______________________________

Date:______________________________

Painters District Council No. 9

By: ______________________________

Date:______________________________

Painters Structural Steel No. 806

By: ______________________________

Date:______________________________

Plasters Local Union No. 262

By: ______________________________

Date:______________________________

Sheet Metal Workers Local No. 28

By: ______________________________

Date:______________________________

Steamfitters Local Union No. 638

By: ______________________________

Date:______________________________

Teamsters Local Union 813

By: ______________________________

Date:______________________________

Tile, Marble & Terrazzo
B.A.C. Local Union No. 7
By: ______________________________

Date:______________________________

Teamsters Local Union 814

By: ______________________________

Date:______________________________

Window Cleaners No. 2
S.E.I.U. 32B-32J

By: ______________________________

Date:______________________________

EXHIBIT "A"

Affidavit of Project Labor Agreement

NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

AFFIDAVIT OF PROJECT LABOR AGREEMENT
SOLICITATION NO: SCA05-«SolicitationNo»
«School»
«Description»

I, ______________________________, a duly authorized Officer of «Contractor», hereby attest that, «Contractor» and its subcontractors of any tier shall be signatory to, and be bound by, the provisions of the Project Labor Agreement executed on the 10th of November, 2004, with respect to all Work to be performed under this solicitation.

Firm Name: ______________________________

Address: ______________________________

By: ______________________________
(Signature of Authorized Officer)

Print Name: ______________________________

Print Title: ______________________________

Telephone: ______________ Date: __________ Tax ID Number: ______________

STATE OF ________)
) ss:
COUNTY OF______)

On the ______day of________________, in the year 20______, before me personally came ______________________________, to me known and known to me to be their person described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

____
Notary Public

EXHIBIT "B"

NEW YORK CITY BUIDLING AND CONSTRUCTION TRADES COUNCIL

STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full days work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

Memorandum of Agreement

Signatory Addendum

The New York City School Construction Authority ("SCA") and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") are parties to a Project Labor Agreement Covering Specified Construction Work Under the Department of Education's Capital Improvement and Restructuring Programs for Fiscal Years 2010-2014 ("PLA").

By signing below, the International Brotherhood of Bricklayers and Allied Craftworkers, Local Union No. 1 ("Local Union No. 1"), hereby agrees to be bound by the terms of that PLA for covered work as if it were an original signatory thereto and the PLA is adopted and incorporated as if fully set forth herein, and references in the PLA to "Union(s)" and/or "Local Union(s)" shall include reference to Local Union No. 1.

Dated:

____
International Union of Bricklayer and Allied
Craftworkers, Local Union No. 1

____
NYC School Construction Authority

AFFILIATES: See attached for signatory affiliates
AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: ______________________

Date: ______________________

Electrical Local No. 3

By: ______________________

Date: ______________________

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No. 1

By: [signature]

Date: 10/20/09

Heat & Frost Insulators Local Union No. 12A

By: [signature]

Date: 9-27-2009

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: **See attached for signatory affiliates**
AFFILIATES:

Boiler Makers Local No. 5

By: ____________________

Date: ____________________

Carpenters District Council

By: ____________________

Date: ____________________

Cement and Concrete Workers No. 18-A

By: ____________________

Date: ____________________

Cement Masons No. 780

By: ____________________

Date: ____________________

Derrickmen and Riggers Union No. 197

By: ____________________

Date: ____________________

Drywall Tapers 1974

By: ____________________

Date: ____________________

Electrical Local No. 3

By: ____________________

Date: ____________________

Engineers Local Union No. 14

By: ____________________

Date: ____________________

Elevator Constructors No.1

By: [signature]

Date: 10/20/09

Heat & Frost Insulators Local Union No. 12A

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ____________________

Date: ____________________

Iron Workers District Council

By: Edward J Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ____________________

Date: ____________________

NYC SCA PLA 9/4/09

AFFILIATES: See attached for signatory affiliates
AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers
~~No. [illegible]~~ DISTRICT COUNCIL

By: [signature]

Date: 9/24/09

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers
Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: ______________________

Date: ______________________

Electrical Local No. 3

By: ______________________

Date: ______________________

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators
Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators
Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: Edward J Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos
& Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: ______________________

Date: ______________________

Electrical Local No. 3

By: ______________________

Date: ______________________

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: Robert W. Walsh

Date: 9-28-09

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: See attached for signatory affiliates
AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers
No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers
Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: Joseph Giordano

Date: 9/22/09

Electrical Local No. 3

By: ______________________

Date: ______________________

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators
Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators
Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos
& Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ____________________

Date: ____________________

Carpenters District Council

By: ____________________

Date: ____________________

Cement and Concrete Workers No. 18-A

By: ____________________

Date: ____________________

Cement Masons No. 780

By: ____________________

Date: ____________________

Derrickmen and Riggers Union No. 197

By: [signature]

Date: 9/22/09

Drywall Tapers 1974

By: ____________________

Date: ____________________

Electrical Local No. 3

By: ____________________

Date: ____________________

Engineers Local Union No. 14

By: ____________________

Date: ____________________

Elevator Constructors No.1

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12A

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito [signature]

Date: 9/21/09

Iron Workers No. 40

By: ____________________

Date: ____________________

Iron Workers District Council

By: Edward J. Walsh [signature]

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ____________________

Date: ____________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: ______________________

Date: ______________________

Electrical Local No. 3

By: ______________________

Date: ______________________

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: ______________________

Date: ______________________

Electrical Local No. 3

By: Christopher Erikson

Date: 10/5/09

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: Edward J Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: See attached for signatory affiliates
AFFILIATES:

Boiler Makers Local No. 5

By: ____________________

Date: ____________________

Carpenters District Council

By: ____________________

Date: ____________________

Cement and Concrete Workers No. 18-A

By: ____________________

Date: ____________________

Cement Masons No. 780

By: Angelo Scagnelli

Date: 10/9/09

Derrickmen and Riggers Union No. 197

By: ____________________

Date: ____________________

Drywall Tapers 1974

By: ____________________

Date: ____________________

Electrical Local No. 3

By: Christopher Erikson

Date: 10/5/09

Engineers Local Union No. 14

By: ____________________

Date: ____________________

Elevator Constructors No.1

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12A

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ____________________

Date: ____________________

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ____________________

Date: ____________________

NYC SCA PLA 9/4/09

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ____________________

Date: ____________________

Carpenters District Council

By: [signature]

Date: 10-1-09

Cement and Concrete Workers No. 16-A

By: ____________________

Date: ____________________

Cement Masons No. 780

By: ____________________

Date: ____________________

Derrickmen and Riggers Union No. 197

By: ____________________

Date: ____________________

Drywall Tapers 1974

By: ____________________

Date: ____________________

Electrical Local No. 3

By: ____________________

Date: ____________________

Engineers Local Union No. 14

By: ____________________

Date: ____________________

Elevator Constructors No.1

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12A

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12

By: [signature]

Date: 9/21/09

Iron Workers No. 40

By: ____________________

Date: ____________________

Iron Workers District Council

By: [signature]

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ____________________

Date: ____________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: [signature]

Date: 10/1/09

Carpenters District Council

By: ______

Date: ______

Cement and Concrete Workers No. 18-A

By: ______

Date: ______

Cement Masons No. 780

By: ______

Date: ______

Derrickmen and Riggers Union No. 197

By: ______

Date: ______

Drywall Tapers 1974

By: ______

Date: ______

Electrical Local No. 3

By: ______

Date: ______

Engineers Local Union No. 14

By: ______

Date: ______

Elevator Constructors No.1

By: ______

Date: ______

Heat & Frost Insulators Local Union No. 12A

By: ______

Date: ______

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ______

Date: ______

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______

Date: ______

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ____________________

Date: ____________________

Carpenters District Council

By: ____________________

Date: ____________________

Cement and Concrete Workers No. 18-A

By: ____________________

Date: ____________________

Cement Masons No. 780

By: ____________________

Date: ____________________

Derrickmen and Riggers Union No. 197

By: ____________________

Date: ____________________

Drywall Tapers 1974

By: ____________________

Date: ____________________

Electrical Local No. 3

By: ____________________

Date: ____________________

Engineers Local Union No. 14

By: ____________________

Date: ____________________

Elevator Constructors No.1

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12A

By: ____________________

Date: ____________________

Heat & Frost Insulators Local Union No. 12

By: Dennis Ippolito

Date: 9/21/09

Iron Workers No. 40

By: ____________________

Date: ____________________

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ____________________

Date: ____________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 16-A

By. ______________________

Date: ______________________

Derrickmen And Riggers Union No. 197

By: ______________________

Date: ______________________

Electrical Local No. 3

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12

By: [signature]

Date: 9/21/09

Iron Workers District Council

By: [signature]

Date: 9-21-09

Carpenters District Council

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Drywall Tapers 1974

By. [signature]

Date: 9-28-09

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________

Date: ______________________

Iron Workers No. 40

By: ______________________

Date: ______________________

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________

Date: ______________________

AFFILIATES: See attached for signatory affiliates

AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: [signature]

Date: 9-23-09

Electrical Local No. 8

By: ______________________

Date: ______________________

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12

By: [signature]

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: [signature]

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: ______________________

Date: ______________________

t:\letters\carol o'rourke\1601-0103 execution copy pla.doc
School Construction Authority PLA Final Execution 9/4/09

NYC SCA PLA 9/4/09

AFFILIATES: See attached for signatory affiliates
AFFILIATES:

Boiler Makers Local No. 5

By: ______________________

Date: ______________________

Carpenters District Council

By: ______________________

Date: ______________________

Cement and Concrete Workers No. 18-A

By: ______________________

Date: ______________________

Cement Masons No. 780

By: ______________________

Date: ______________________

Derrickmen and Riggers Union No. 197

By: ______________________

Date: ______________________

Drywall Tapers 1974

By: ______________________

Date: ______________________

Electrical Local No. 3

By: Christopher Erikson

Date: 10/5/09

Engineers Local Union No. 14

By: ______________________

Date: ______________________

Elevator Constructors No.1

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12A

By: ______________________

Date: ______________________

Heat & Frost Insulators Local Union No. 12

By: Dennis [signature]

Date: 9/21/09

Iron Workers No. 40

By: ______________________

Date: ______________________

Iron Workers District Council

By: Edward J. Walsh

Date: 9-21-09

Laborers Local No. 78 Asbestos & Lead Abatement

By: [signature]

Date: ______________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

NYC SCA PLA 9/4/09

Iron Workers No. 361

By: ______________________

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Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: [signature] 10.13.09

Date: ______________________

Teamsters Local Union 813

By: [signature]

Date: 9-25-09

pg. 45

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

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Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: [signature]

Date: 10/27/09

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

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Teamsters Local Union 813

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Date: ______________________

NYC SCA PLA 9/4/09

Iron Workers No. 361

By: ______________________

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By: ______________________

Date: ______________________

Laborers Construction and
General Building No. 79

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A
Glaziers No. 1281

By: ______________________

Date: ______________________

Mason Tenders District Council

By: [signature]

Date: 9/22/09

Painters District Council No. 9

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel
No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers
No. 580

By: ______________________

Date: ______________________

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By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

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By: ______________________

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Steamfitters Local Union No. 638

By: ______________________

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By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

~~**Metal Polishers Local Union 8A**~~
Glaziers No. 1281
By: [signature]

Date: 9-23-09

Painters District Council No. 9

By: [signature]

Date: 9-23-09

Painters Structural Steel No. 806

By: [signature]

Date: 9-23-09

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Metal Polishers DC 9
[signature]

NYC SCA PLA 9/4/09

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

~~Metal Polishers Local Union 8A Glaziers No. 1281~~

By: [signature]

Date: 9-28-09

Mason Tenders District Council

By. ______________________

Date: ______________________

Painters District Council No. 9

By: [signature]

Date: 9-28-09

Metal Trades Division

By. ______________________

Date: ______________________

Painters Structural Steel No. 806

By: [signature]

Date: 9-28-09

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A
Glaziers No. 1281
By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: [signature]

Date: 10-01-09

NYC SCA PLA 9/4/09

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plasterers Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: Tom Gesluk

Date: 9/24/09

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

pg. 45

Iron Workers No. 361

By: ____________________

Date: ____________________

Laborers Construction and General Building No. 79

By: ____________________

Date: ____________________

Mason Tenders District Council

By: ____________________

Date: ____________________

Metal Trades Division

By: ____________________

Date: ____________________

Ornamental Iron Workers No. 580

By: ____________________

Date: ____________________

Plumbers No. 1

By: George W. Reilly

Date: Sept. 23, 2009

Roofers & Waterproofers No. 8

By: ____________________

Date: ____________________

Sheet Metal Workers Local No. 137

By: ____________________

Date: ____________________

Lathers Metallic Local No. 46

By: ____________________

Date: ____________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ____________________

Date: ____________________

Painters District Council No. 9

By: ____________________

Date: ____________________

Painters Structural Steel No. 806

By: ____________________

Date: ____________________

Plasters Local Union No. 262

By: ____________________

Date: ____________________

Sheet Metal Workers Local No. 28

By: ____________________

Date: ____________________

Steamfitters Local Union No. 638

By: ____________________

Date: ____________________

Teamsters Local Union 813

By: ____________________

Date: ____________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A
Glaziers No. 1281

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: [signature]

Date: 9-22-09

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: Robert A. Ledwith

Date: 9/22/09

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A
[redacted]

By: Hector Lopez

Date: 9/22/09

Mason Tenders District Council

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

NYC SCA PLA 9/4/09

Iron Workers No. 361

By: ____________________

Date: ____________________

Lathers Metallic Local No. 46

By: ____________________

Date: ____________________

Laborers Construction and General Building No. 79

By: ____________________

Date: ____________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ____________________

Date: ____________________

Mason Tenders District Council

By: ____________________

Date: ____________________

Painters District Council No. 9

By: ____________________

Date: ____________________

Metal Trades Division

By: ____________________

Date: ____________________

Painters Structural Steel No. 806

By: ____________________

Date: ____________________

Ornamental Iron Workers No. 580

By: ____________________

Date: ____________________

Plasters Local Union No. 262

By: John P. Sweeney

Date: 9-22-09

Plumbers No. 1

By: ____________________

Date: ____________________

Sheet Metal Workers Local No. 28

By: ____________________

Date: ____________________

Roofers & Waterproofers No. 8

By: ____________________

Date: ____________________

Steamfitters Local Union No. 638

By: ____________________

Date: ____________________

Sheet Metal Workers Local No. 137

By: ____________________

Date: ____________________

Teamsters Local Union 813

By: ____________________

Date: ____________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: [signature]

Date: 9/22/09

Mason Tenders District Council

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

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By: ______________________

Date: ______________________

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NYC SCA PLA 9/4/09

Iron Workers No. 361

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Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: [signature]

Date: 9-25-09

NYC-SCA-PLA

Iron Workers No. 361

By: Richard O'Kane

Date: September 28th, 2009

Lathers Metallic Local No. 46

By: ______________

Date: ______________

Laborers Construction and General Building No. 79

By: ______________

Date: ______________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ______________

Date: ______________

Mason Tenders District Council

By: ______________

Date: ______________

Painters District Council No. 9

By: ______________

Date: ______________

Metal Trades Division

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Painters Structural Steel No. 806

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Date: ______________

Sheet Metal Workers Local No. 28

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Date: ______________

Roofers & Waterproofers No. 8

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Date: ______________

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Date: ______________

Sheet Metal Workers Local No. 137

By: ______________

Date: ______________

Teamsters Local Union 813

By: ______________

Date: ______________

NYC SCA PLA 9/4/09

Iron Workers No. 361

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A
Glaziers No. 1281
By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: [signature]

Date: 10/2/09.

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Steamfitters Local Union No. 638

By: [signature]

Date: 10/8/09

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Iron Workers No. 361

By: ______________________

Date: ______________________

Laborers Construction and General Building No. 79

By: ______________________

Date: ______________________

Mason Tenders District Council

By: ______________________

Date: ______________________

Metal Trades Division

By: ______________________

Date: ______________________

Ornamental Iron Workers No. 580

By: ______________________

Date: ______________________

Plumbers No. 1

By: ______________________

Date: ______________________

Roofers & Waterproofers No. 8

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 137

By: ______________________

Date: ______________________

Lathers Metallic Local No. 46

By: ______________________

Date: ______________________

Metal Polishers Local Union 8A Glaziers No. 1281

By: ______________________

Date: ______________________

Painters District Council No. 9

By: ______________________

Date: ______________________

Painters Structural Steel No. 806

By: ______________________

Date: ______________________

Plasters Local Union No. 262

By: ______________________

Date: ______________________

Sheet Metal Workers Local No. 28

By: [signature]

Date: 10/2/09.

Steamfitters Local Union No. 638

By: ______________________

Date: ______________________

Teamsters Local Union 813

By: ______________________

Date: ______________________

Tile, Marble & Terrazzo
B.A.C. Local Union No. 7
By: ______________________

Date: ______________________

Window Cleaners No. 2
S.E.I.U. 32B-32J

By: ______________________

Date: ______________________

Teamsters Local Union 814
By: ______________________

Date: 10/02/09

Tile, Marble & Terrazzo
B.A.C. Local Union No. 7
By: Thomas Kral
Date: 9/22/09

Window Cleaners No. 2
S.E.I.U. 32B-32J

By: ______________________

Date: ______________________

Teamsters Local Union 814

By: ______________________

Date: ______________________

Tile, Marble & Terrazzo
B.A.C. Local Union No. 7
By: ______________________________

Date: ______________________________

Window Cleaners No. 2
S.E.I.U. 32B-32J

By: ______________________________

Date: ______________________________

Teamsters Local Union 814

By: ______________________________

Date: ______________________________

Tile, Marble & Terrazzo
B.A.C. Local Union No. 7
By: ______________________

Date: ______________________

Teamsters Local Union 814

By: ______________________

Date: ______________________

Pavers & Road Builders District Council

By: [signature]

Date 10/15/09

Window Cleaners No. 2
S.E.I.U. 32B-32J

By: ______________________

Date: ______________________

Tile, Marble & Terrazzo
B.A.C. Local Union No. 7

By: ______________________

Date: ______________________

Window Cleaners No. 2
S.E.I.U. 32B-32J

By: ______________________

Date: ______________________

Teamsters Local Union 814

By: ______________________

Date: 10/02/09

Affidavit of Project Labor Agreement

NEW YORK CITY SCHOOL
CONSTRUCTION AUTHORITY

AFFIDAVIT OF PROJECT LABOR AGREEMENT
SOLICITATION NO: SCA05-«SolicitationNo»
«School»
«Description»

I, ________________________________, a duly authorized Officer of «Contractor», hereby attest that, «Contractor» and its subcontractors of any tier shall be signatory to, and be bound by, the provisions of the Project Labor Agreement executed on the 10th of November, 2004, with respect to all Work to be performed under this solicitation.

Firm Name: ____

Address: ____

By: ____
(Signature of Authorized Officer)

Print Name: ____

Print Title: ____

Telephone: ________________ Date: __________ Tax ID Number: ______________

STATE OF ________)
) ss:
COUNTY OF______)

On the ______day of________________, in the year 20______, before me personally came ____________________________, to me known and known to me to be their person described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

____
Notary Public

NEW YORK CITY BUIDLING AND CONSTRUCTION TRADES COUNCIL

STANDARDS OF EXCELLENCE

The purpose of this Standard of Excellence is to reinforce the pride of every construction worker and the commitment to be the most skilled, most productive and safest workforce available to construction employers and users in the City of New York. It is the commitment of every affiliated local union to use our training and skills to produce the highest quality work and to exercise safe and productive work practices.

The rank and file members represented by the affiliated local unions acknowledge and adopt the following standards:

- *Provide a full days work for a full days pay;*
- *Safely work towards the timely completion of the job;*
- *Arrive to work on time and work until the contractual quitting time;*
- *Adhere to contractual lunch and break times;*
- *Promote a drug and alcohol free work site;*
- *Work in accordance with all applicable safety rules and procedures;*
- *Allow union representatives to handle job site disputes and grievances without resort to slowdowns, or unlawful job disruptions;*
- *Respect management directives that are safe, reasonable and legitimate;*
- *Respect the rights of co-workers;*
- *Respect the property rights of the owner, management and contractors.*

The Unions affiliated with the New York City Building and Construction Trades Council will expect the signatory contractors to safely and efficiently manage their jobs and the unions see this as a corresponding obligation of the contractors under this Standard of Excellence. The affiliated unions will expect the following from its signatory contractors:

- *Management adherence to the collective bargaining agreements;*
- *Communication and cooperation with the trade foremen and stewards;*
- *Efficient, safe and sanitary management of the job site;*
- *Efficient job scheduling to mitigate and minimize unproductive time;*
- *Efficient and adequate staffing by properly trained employees by trade;*
- *Efficient delivery schedules and availability of equipment and tools to ensure efficient job progress;*
- *Ensure proper blueprints, specifications and layout instructions and material are available in a timely manner*
- *Promote job site dispute resolution and leadership skills to mitigate such disputes;*
- *Treatment of all employees in a respectful and dignified manner acknowledging their contributions to a successful project.*

The affiliated unions and their signatory contractors shall ensure that both the rank and file members and the management staff shall be properly trained in the obligations undertaken in the Standard of Excellence.

Memorandum of Agreement

Signatory Addendum

The New York City School Construction Authority ("SCA") and the Building and Construction Trades Council of Greater New York and Vicinity ("Council") are parties to a Project Labor Agreement Covering Specified Construction Work Under the Department of Education's Capital Improvement and Restructuring Programs for Fiscal Years 2010-2014 ("PLA").

By signing below, the International Brotherhood of Bricklayers and Allied Craftworkers, Local Union No. 1 ("Local Union No. 1"), hereby agrees to be bound by the terms of that PLA for covered work as if it were an original signatory thereto and the PLA is adopted and incorporated as if fully set forth herein, and references in the PLA to "Union(s)" and/or "Local Union(s)" shall include reference to Local Union No. 1.

Dated:

____
International Union of Bricklayer and Allied
Craftworkers, Local Union No. 1

____
NYC School Construction Authority

Exhibit "B"

INDEPENDENT BUILDING CONSTRUCTION

AGREEMENT

between

and

COPY

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO

JULY 01, 2011 - JUNE 30, 2015

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COPY

AGREEMENT made and entered into this 1st day of July 2011 and effective as of July 1, 2011 between:

HEREIN REFERRED TO AS
(THE "EMPLOYER")

and the

DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA
HEREIN REFERRED TO AS
(THE "UNION" and/or THE "DISTRICT COUNCIL")

ARTICLE I

Objectives

To establish and maintain wages, hours and working conditions for the work covered by this Agreement in the territory to which it applies to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and employee, and to provide for labor peace and the adjustment of jurisdictional disputes.

COPY

ARTICLE II

Jurisdiction

Section 1. As used in this agreement, the words CARPENTER FOREMAN, CARPENTER GENERAL FOREMAN, JOURNEYMAN, CARPENTER, JOURNEYMEN CARPENTERS, and JOURNEYMEN CARPENTER APPRENTICES, are understood to include all employees performing jobs referred to in **Section 2** below.

Section 2. The Employer is desirous of employing Carpenters, Carpenter Apprentices, Hod Hoist Carpenters, Joiners, Millwrights, Pile Drivers, Dockbuilders, Divers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers, Carpet layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Casket and Coffin Makers, and all those engaged in the operation of wood-working or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions consistent with the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America and the burning, welding, rigging, and the use of any and all instruments or tools for layout work, incidental to the trade.

COPY

DRYWALL

All work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition, purpose or method or manner of their installation attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracing, fire-blocking resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, laminated gypsum systems backing board, finish board, fire-proofing of beams and columns, fire-proofing of chase, sound and thermal insulation materials, fixture attachments, including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith.

All work in connection with the installation and erection of all gypsum wallboard to receive a veneer coat of plaster or lath to receive traditional plaster if such materials are to be secured to nailable or screwable metal studs.

COPY

ACOUSTICAL CEILING SYSTEMS -

1. Direct hung suspension system.
2. Attached concealed system without backing board.
3. Furring bar attached system.
4. Furring bar suspension system.
5. Indirect hung suspension system.

6. Metal ceilings, in accord with International Agreement of April 1, 1978 between Sheet Metal Workers International Association and United Brotherhood of Carpenters and Joiners of America.

7. New Matt Ceiling.

8. De-Acoustic - any hung type of ceiling, direct or indirect.

All work necessary for the installation of the above ceiling systems shall be installed according to the decision rendered by the National Joint Board for the Settlement of Jurisdictional Disputes Hearings Panel Decision of August 24, 1966.

Metal Trim, Interviewers, Door Knockers and Mechanical Chimes, Constructing and securing of all boxes, wood and/or Metal Floor and Wall Penetrations in Reinforced Concrete Construction; Pre-fabricated Tile Panels, Fiberglass, Compositions, and/or any other Wood substitute material; Wood and Metal Store Fronts, Building Entrances, Elevator Entrances, etc.; fabricate and install all pre-cast and pre-stressed concrete members used in all types of Building Construction; Fabricate and install Partitions (including landscape modular partitions), Dividers and Sliding Doors, constructed of Wood, Metal, Plastic, Composition and/or any other substitute material; Fabricate and install all Kalamein Work and Hollow Metal Work.

COPY

The term "CARPENTER" and the term "JOINER" are synonymous, and in either case shall mean one who pre-fabs or constructs forms for footings or foundations of housing, buildings, structures of all descriptions, whether made of wood, metal, wire mesh, plastic or any other type of material, the erecting of structural part of a house, building, or structure made of wood or any substitute such as metal, plastics or composition material, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and dismantling of all forms.
The fabrication, erecting and dismantling of all falsework, where power is used for the setting or dismantling of forms or any other material erected by Carpenters. All handling and signaling shall be done by Carpenters. The fabrication and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included. All shanties shall be assembled by Carpenters on the job whether they are built in place or they are knockdown shanties as long as it is within that Employers power to do so.

Installing, erecting, removing and placing of building material, platforms and bucket hoisting equipment (generally known to the trade as Hod Hoists), and repairing of equipment consisting of catheads, elevators, rails and all other parts made of wood, metal or any other substitute material and any other work and jurisdiction now in the possession of the Hod Hoist

COPY

Carpenters, members of Local Union 1556, which is not in conflict with any other Union affiliated with the AFL-CIO.

All work pertaining to Test Boring and Core Drilling under the jurisdiction of Local Union 1556.

All framing in connection with the setting of metal, plastic, wood or other materials, pre-fab and job site fabricated, columns, the setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms used in concrete work.

The installation of all moldings made of wood, metal, plastic or composition, installing of runstrips for plumbers or other trades or cutting for pipes through floors, joists or partitions composed entirely or in part of wood, metal, plastic, pre-molded plaster or other material erected by Carpenters.

The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal or plastics or composition materials, fastening on all wooden, plastic, metal or composition cleats to iron work or on other material; the erecting and installation of stran steel or similar material; cutting and hanging all lumber or other materials between girders and joists for fireproofing or concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames for these items; erection or

COPY

application of all wood, wood pulp, plastic, plaster transite or composition materials.

Any combination of any of the above with any other material including laminates of, or faced with metal regardless of the manner attached.

Cutting and applying of all furring; bridging, making and fastening of wood brackets or replacement materials for metal ceilings and side walls; erecting of all wood furring for cornices and putting on all grounds for plaster and cement finish. The building and constructing of all derricks; the making of mortar boards, boxes and trestles, putting in needle uprights, all shoring of buildings, raising and moving buildings.

The building, erecting and dismantling of scaffolding and staging; all free-standing scaffolds shall be in accordance with the Decision of Record on Scaffolds rendered on April 28, 1920.

Fitting, installing and fastening of stops, beads and moldings in doors and windows; framing of all false work, derricks and hoists, travelers and all other lumber or material used in the building and construction industry; putting on all hardware; putting up interior and exterior trim or finish of wood. The hanging, setting and installation of wood, metal, plastic or any other wood substitute material; all types of doors, sash, jambs, bucks, casings, moldings, chair rails, mantels, base or mop board; wainscoting, furniture, china

COPY

closets, kitchen cabinets, wardrobes, and installation of bowling alleys.

The manufacturing and erecting of cooling towers and roof tanks. The installation of wood, plastic, or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all floors including wood, cork, asphalt, linoleum, vinyl, rubber or any other type of resilient floor or wall covering. The installation of rugs, carpets, draperies and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety, new Matt Ceilings, any de-acoustic, any hung type of ceiling direct or indirect.

Building and erecting stairs, store, office, bank and other fixtures, shelving, racks whether of wood or other material; making and fitting of screens, putting on weather strips and caulking. The installation of laboratory equipment including cabinets and wood benches, book cases and cabinets, either separately or used in conjunction with heating and/or air-conditioning units, blackboards, bulletin boards, meter-boards, electrical boards, and boards of all types.

COPY

Manufacture of and erection of walk-in refrigeration boxes and all work in connection thereof.

The installation of insulation material of all types, whether blown, nailed, or attached in other ways to walls, ceilings, and floors of new and existing buildings, shall be the work of the Carpenter.

The handling of lumber, fixtures, trim or other materials erected by Carpenters. The erection of porcelain enameled panels and all corrugated, flat or other wood, plastic, metal, or composition roofing and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters, and other buildings; installing of wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings, building and repairing coal pockets, breakers, washers, tipples; setting of forms for sidewalk, sidewalk lights, curb and gutters, all welding and burning incidental to carpentry.

The operation of winches and jacks whether operated manually operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

COPY

Ribs required for centers may be cut in the shop, but all other parts for centers shall be cut on the job and all centers shall be assembled on the job. All concrete form work shall be under the supervision of the Carpenter Foreman.

Stripping of all concrete forms including the stripping of all columns, beam sides and beam bottoms, wall and footing forms of all types and construction and the stripping of all concrete forms on building construction shall be performed with an equal number of Carpenters and Laborers under the supervision of the Carpenter Foreman.

All layout work necessary to the Trade, and the use of any Level, Transit, Laser Beam, or any Optical Instrument required by the Carpenter for the completion of job or project.

All protection work under the Carpenters' jurisdiction on any building, heavy construction, asbestos, lead or other hazardous abatement or alterations, including all perimeter protection work including the installation and maintenance of horizontal and vertical safety nets must be performed by Carpenters employed by the General Contractor, Prime Contractor, Builder or Sub-Contractor so assigned by the General Contractor, Prime Contractor or Builder.

The setting of all curbing inside the property line. The installation of hardware for draperies and blinds. The installation of windows, pursuant to the terms of an International Agreement between the Brotherhood of Carpenters and the Iron Workers International Union, dated June 1, 1987.

COPY

No work normally built by Carpenters on the job will be fabricated off the job with anyone other than Union Carpenters being paid the rate of wages and benefits provided herein.

The Contractor agrees to recognize the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America that have been established in its constitution and laws, by agreements with other crafts, awards contained in the Green Book, or as a result of decisions by the National Joint Board for the Settlement of Jurisdictional Disputes, or its successor or which are recognized as being the jurisdiction of the United Brotherhood and further agrees to assign all work to Carpenters, subject to existing practices and agreements and future jurisdictional decisions.

Section 3. The handling, unpacking, distributing and hoisting of materials to be installed and/or erected by employees covered by the agreement shall be done by apprentices.

Work not covered by this agreement:

(a) Carrying and hoisting of lumber for concrete work.

(b) Hanging joists with steel wires from steel beams which set as carrying members on concrete form work.

Section 4. Every Prime Contractor, Owner-Builder or Subcontractor, bound by this Agreement, recognizes the jurisdictional claims of the United Brotherhood of Carpenters and Joiners of America. Both sides are bound by the decisions of the New York Plan for the Settlement of Jurisdictional Disputes and of the National Joint Board for the Settlement of Jurisdictional Disputes and any successor body authorized by the United Brotherhood of Carpenters and Joiners of America and the Employer Association to resolve jurisdictional disputes issued prior to the effective date of the agreement subject to any appeals now pending. The Employer agrees to assign work in accord with the aforesaid jurisdictional claim, subject to their consistency with

COPY

decisions of the New York Plan, National Joint Board for Settlement of Jurisdictional Disputes or its successor.

Section 5. No signatory Employer will sublet to another Contractor, on a lump-sum basis, the safety protection of openings and stairways. This does not include the planking or other protection of openings in concrete arches, during the form work stage, until the time of stripping; nor does it include a restriction on the subletting of sidewalk bridge construction or maintenance. Nothing in this Agreement will forbid the Contractor having an agreement with the District Council from hiring on his payroll on a temporary basis, Carpenters who may be performing work for other Contractors on the same jobsite, or to perform protection work on time-and-material basis.

Section 6. When the Employer desires to engage in Millwright work within the jurisdiction of Millwright and Machinery Erectors Local Union 740, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of the Employer engaged in such work.

COPY

Section 7. When the Employer desires to engage in work within the jurisdiction of Dockbuilders, Pier Carpenters, Shorers, House Movers, Pile Drivers, Divers, Tenders and Foundation and Marine Constructors, Local Union No. 1556 of Greater New York, New Jersey and Vicinity, then it shall be governed by the appropriate agreement, signed between the

District Council and the Association of Employers engaged in such work.

Section 8. When the Employer desires to engage in work within the jurisdiction of Timbermen, Hod Hoist Carpenters, Core Drillers Local Union 1556, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employer engaged in such work.

Section 9. When the Employer desires to engage in resilient floor covering work, within the jurisdiction of Local Union 2287, then it shall be governed by the appropriate agreement, signed between the District Council and the Association of Employers engaged in such work.

Section 10. When the Employer desires to engage in manufacturing custom fixtures and mill-cabinet products, within the jurisdiction of Local 2090, then it shall be governed by the appropriate agreement signed between the District Council and the Association of Employers engaged in such work.

COPY

ARTICLE III

Union Recognition

Section 1. The "Principles" listed in this **Article** are intended for the general betterment of the Construction Industry and especially as affecting the parties of this Agreement. If, in their enforcement, any confusion or misunderstanding arises as to their meaning or interpretation, such differences shall be settled as provided for in **Article XII** of this Agreement.

Section 2. The Employer recognizes the Union as the exclusive bargaining representative for all the employees referred to in **Article II** above.

Section 3. No person representing the Union, except its Business Manager, Business Representatives, Representatives of the District Council, Assistant Business Representatives, Executive Officers, Assistants to the President, and on-site Job Steward, shall have the right to interview the workmen during business hours. These Union Representatives shall comply with all general conditions of the job regarding passes, entrance to be used, etc.

ARTICLE IV

Union Security

COPY

Section 1. All employees who are members of the Union at the time of signing of this Agreement shall continue membership in the Union. All other employees must become members of the Union seven (7) days following the beginning of employment or the date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment. If the provisions for Union Security clauses are modified by Congress during the terms of this Agreement, this clause will automatically become modified to conform to such changes.

Section 2. The Union or its representatives shall not discriminate against a foreman or workers. Maintenance of Union membership shall be evidenced by the current working card which shall indicate the current dues have been paid to the Union.

Section 3. All employees covered by this Agreement shall have the privilege of working for whomever they see fit, in accordance with the terms of this Agreement, and the Employer is to be at liberty to employ or discharge whomsoever it sees fit, in accordance with the terms of the agreement.

Employees covered by this Agreement shall not refuse to work with persons who, after seven (7) days' employment, have complied with the Union Security provisions of this Agreement. However, employees covered by this agreement are not required to work with persons who do not comply with the Union Security provisions of this agreement. The parties agree that additional mechanics secured by the Employer shall be eligible for and shall comply with requirements of Union membership set forth herein.

COPY

Section 4. The Employer shall deduct from the weekly wages of each individual covered under this Agreement Union dues and such other weekly wages of each individual covered under this Agreement Union dues and such other amounts as set by the Union in accordance with its Bylaws or other applicable documents. All monies deducted shall be promptly remitted to the Executive Secretary-Treasurer of the Union or his or her designee, together with a list of names and employees from whom said monies are to be credited. The written authorizations shall be pursuant to Section 302 (c) of the Labor Management Relations Act of 1947. The Union shall hold the Employer harmless and indemnify the Employer for any liability arriving out of compliance with this Agreement, including contract limitation attorney's fees and costs.

ARTICLE V

General Foreman - Foreman Hiring Schedule

Section 1. The General Foreman and Foreman shall be the agents of the Employer. The right to hire and discharge employees, rests with the General Foreman and/or Foreman who are the authorized representatives of the Employer. If the Union prefers charges against the General Foreman or Foreman as such, they shall file a copy of such charges in accordance with **Article XII.**

COPY

Section 2. When four (4) or more Carpenters are employed, one (1) shall be the Foreman. The Employer at its sole discretion, may designate a second foreman, who, shall be from the local Union in which jurisdiction the job is located.

Section 3. When five (5) or more Carpenter Foreman are employed, there will be one (1) General Foreman designated by the Employer.

ARTICLE VI

Non-Discrimination Clause

Job Referral System

The parties agree that there shall be no discrimination in the employment, hiring or training of employees in the bargaining unit on the basis of race, creed, color, sex, national origin, age, disability, marital status, citizenship status, sexual orientation or affectional preference in all employment decisions, or Union activity as defined in applicable federal, state or local laws. For the purposes of this **Article**, "citizenship status" means the citizenship of any person, or the immigration status of any person lawfully residing in the United States who is not a citizen or national of the United States.

Section 1. In selecting applicants from the referral list, the Union shall use the following criteria:

COPY

Carpenters will be hired by the job referral list at the District Council. The 50/50 rule will be enforced and no special requests can be made to the Union. The Contractor can hire whom he wants on his 50% ratio. The first Carpenter on the jobsite shall be the Foreman and may be selected by the Employer.
The second Carpenter on the job site shall be the Shop Steward referred by the Union. The balance shall be 50% from the Union and 50% from the Employer. Any employees selected by the Employer not members of the District Council shall be matched 1:1 from the District Council Job Referral List. The Union will

cooperate, in order to meet all legal requirements, and furnish qualified Carpenters.

When an Employer requests the job referral list to send members to a job, the job referral list shall cooperate by sending only such as are experienced in the specific type of carpentry work being done on the said job by that Employer.

Applicants for referral through the Union must register with the Union. Applicants who have successfully completed the full Apprentice Program shall be presumed to have the necessary skill and experience. Whether other applicants are possessed of the necessary skill shall be determined by the Employer, subject to appeal, pursuant to Article XII of this Agreement.

Section 2. The Union will cooperate, in order to meet all legal requirements, and furnish qualified Carpenters. A working Shop Steward on each shift shall be appointed by the Union. All jobs regardless of what type of agreement they work under shall have a New York District Council of Carpenters certified Shop Steward.

COPY

The Shop Steward responsibilities are:

a) Enforce Collective Bargaining Agreement regarding wage & fringe benefit rates.

b) Protect the jurisdiction of the Carpenter.

c) Check the quarterly work cards of the Carpenters, insuring that they are up to date.

d) Be aware that all safety standards of the jobsite are up to par.

e) Enforce 50-50 manning provisions as addressed in the Collective Bargaining Agreement.

f) Blow the whistle at the point of work promptly at 8:00 a.m. and at 12:30 p.m., and that it also be mandatory for him to blow the whistle for the end of work, promptly at 12:00 noon and at 3:30 p.m.

g) Attempt to settle all disputes on the jobsite. Any dispute that is unresolved will be settled by the Business Agent of that jurisdiction.

All New York City District Council certified Shop Stewards shall be given time to fill out and deliver his or her Shop Steward reports for that work week to the Union hall in the jurisdiction area they are working in and the time must be agreed between the Employer and the Steward.

COPY

Section 3. The apprentice ratio within this Collective Bargaining Agreement shall be two (2) apprentices to every five (5) journeymen and one of those apprentices must be a third or fourth year apprentice referred from the out-of-work list by the District Council.

All apprentices must work a minimum of 50% of a work week on the tools with journeymen while employed on a regular basis.

Section 4. The Employer shall retain the right to discharge any Carpenter referred by the Union for good cause reasons.

If the Employer rejects the Carpenter, the Employer shall notify the Union in writing the reasons for rejection. The Union shall then refer other Carpenters to the Employer until the required number of Carpenters is obtained.

ARTICLE VII

Lumping Prohibited

Section 1. The parties hereto agree to the elimination of lumping (the subcontracting of labor without material). The Subcontractor must furnish both labor and material complete under one contract; including wood flooring, but not the contracting for the installation of antique flooring or the surfacing of old floors.

Section 2. The Employer, General Contractors, Prime Contractors, Builders, or Subcontractors agree that they will not subcontract any work covered under this Agreement to anyone to circumvent the payment of wages, fringe benefits, and working conditions provided herein.

COPY

ARTICLE VIII

Geographical Jurisdiction

This Agreement shall cover work performed by Carpenter employees within the territorial jurisdiction of the District Council of New York City and Vicinity, as follows:

All of the five (5) Boroughs of the City of New York, all of the Islands in and all the waters of the adjacent Harbors, Rivers and Bays, and that portion of Long Island bounded by a line beginning at the intersection of the City Line and the North Shore of Long Island, then running southerly to the Southern State Parkway, then East to Seaford Creek in Nassau County, then South to the Atlantic Ocean, then West to the Southern tip of the Borough of Richmond, then North on Arthur Kill to Kill Van Kull, then East to Upper New York Bay, then North to the North River and Hudson River, then East to New York City Line then continue East on the New York City Line to Long Island Sound, then South to the intersection of the City Line and the North Shore of Long Island, all within the State of New York.

COPY

ARTICLE IX

Joint Venture

Section 1. The Employers stipulate that any of its subsidiaries or joint ventures to which they may be party when such subsidiaries or joint ventures engage in building construction work, shall be bound by the terms of this Agreement.

Section 2. When Employers enters into a joint venture with an Employer who is not bound by this Agreement, then said joint ventures must either be bound through their respective Trade Associations, or it must sign an agreement with the District

Council of New York City before it can employ any of its members.

Section 3. This Agreement shall be binding on the Employer, its successors and/or assigns, as well as any firm, be it corporation, partnership or joint venture which the Employer, in which its successors or assigns has or acquires a financial interest.

ARTICLE X

Hours - Holidays - Overtime

Section 1. The intent is to maintain the seven hour work day, thirty five hour work week. During the term of this Agreement the Employer may change from a seven (7) hour work day to an eight (8) hour day or from an eight (8) to a seven (7) hour day. One time on each project, with proper notification to the Union prior to commencement of job and must continue for the duration of the job. Union members shall be allowed one-half (½) hour for lunch, exclusive from the seven or eight hour work day. Overtime hours Monday through Friday shall be paid at time and one-half. Saturday pay shall be at the time and one-half rate. The Contractor is expected to establish and maintain a reasonable work week schedule allowing for unusual jobsite conditions. Other than an emergency, notice of all overtime work should be given to the Carpenters before noon if possible. Carpenters will never be penalized for refusing to work overtime.

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Section 2. Flexible Starting Time: The normal work day shall start at eight (8) a.m. and may be changed by the Employer due to work site conditions to start between seven (7) a.m. and nine (9) a.m. for all or a portion of the employees. Notification to the Union will be given by the Contractor when changed from the normal eight (8) a.m. starting time. No Carpenter is to start work before the designated starting time.

Section 3. Shift Work: The Employer may work two shifts with the first shift starting at the established time of seven (7) o'clock a.m. or nine (9) o'clock a.m. to the end of the shift at straight time rate of pay. The second shift will receive one hour at double time rate of pay for the last hour of the shift (eight for seven, nine for eight). In addition, members of the second shift shall be allowed one-half (½) hour to eat, with this time being included in the hours of work established. There must be a first shift to work the second shift. There will be no premium on shift work provided the shift is a second shift starting immediately after the first shift. All additional hours worked shall be paid at the time and one-half rate. The Employer shall notify the Union in advance of beginning the shift schedule. On shift work, the Job Steward shall work no more than the shift hours. There shall be a Job Steward on each shift who shall be appointed by the Union. There shall be a pre-job conference with the Union before the commencement of any shift work.

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Section 4. Off-hour Work on Alteration and Repair Work: When performing alteration or repair work in an occupied building, and when it is not possible to perform said work during regular working hours, said work shall proceed during off hours, as scheduled by the Employer, but starting no later than 8:30 p.m. The work day and the rate of pay shall be the same as the second shift provisions. In addition, members of the off-hour crew shall be allowed one-half (½) hour to eat, with this time being included in the established work day. All additional hours worked in excess of the shift hours shall be paid at the time and one-half rate. The Employer shall notify the Union in advance of beginning said off-hour work, which shall be performed subject to the provisions of this **Section** and subject to notification to the Union. There shall be a pre-job conference with the Union before the commencement of off-hours work.

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Section 5. The Employer may start a portion of the crew one hour prior to the established start time at straight time wages due to unusual job site conditions. The Contractor will determine the number of employees necessary. The working Steward will be part of the early crew. It is understood this is not intended to establish a continuous staggered work day.

Section 6. Saturday Make-up: When conditions beyond the control of the Employer, such as severe weather, wide spread power failure, fire, natural disaster, etc., prevent the operation of the job on one or more normal working days, the

Employer may, with notification to the Union, schedule the Saturday of that calendar week during which work was prevented, as a make-up day at straight time. All hours worked in excess of the normal work day shall be paid for at the rate of time and one-half. When a holiday falls on a Saturday, then the make-up day rate shall be time and one-half. In order to utilize a Saturday as a make-up day, the Employer must declare a regular work day "terminated", for one of the reasons listed above, no later than 10:00 a.m. of the day terminated, and must notify the Union of its desire to work a make-up day by noon of the day preceding the make-up day. Employees employed by the Employer on the day so "terminated", shall have the right of first refusal to work on the make-up Saturday, but said employees shall also have the right to decline work on a make-up Saturday, without any penalty. If men are needed to work a make-up Saturday, other than those already working on the job, the Employer shall call the Union for men before employing men secured from any other source. A make-up Saturday shall be no less than the seven or eight hours as established by the shift, with one-half (½) hour off to eat, charged to the hours worked.

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Section 7. It is further agreed that no work shall be performed on Sundays or Legal Holidays, except in the case of emergency or necessity, and that no work shall be performed then unless permission is granted by the District Council on the previous workday, stating location of building where work is to be performed and the number of men required. DOUBLE TIME SHALL BE PAID FOR ALL WORK ON SUNDAYS, AND LEGAL HOLIDAYS, except as otherwise noted.

Emergency work, INVOLVING DANGER TO LIFE AND PROPERTY, may be performed without permission from the District Council.

Section 8. The Legal Holidays referred to herein are: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day (only in Presidential Year), Thanksgiving Day, day after Thanksgiving, Christmas Eve (or last legal working day before Christmas Day) Christmas Day, and New Year’s Eve (or last legal working day before New Year’s Day). These are to be non-paid Holidays except for the General Foreman, Foreman and First and Second Year Apprentices who shall be paid on a weekly basis INCLUDING HOLIDAYS.

Section 9. In all cases, the Holidays referred to in the previous **Section** shall be observed on the day and date established for the State of New York. When work is performed on such Legal Holidays, double time shall be paid.

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Section 10. Employees employed on the last legal working day before Christmas Day and before New Year's Day and who report to work on such days, shall receive three (3) hours' afternoon pay without working. Work performed on the afternoons of said days shall be paid at the double-time rate only. Fringe Benefit Contributions will be payable on the half-holidays referred to above.

Section 11. When a Legal Holiday, defined in **Section 8,** falls on a Sunday and the following day is declared a Legal Holiday, then double-time shall be paid for all hours worked, if and when the Union grants permission.

Section 12. No work shall be performed on Labor Day.

ARTICLE XI

Wages

Section 1. The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

Section 2. Wages shall be paid weekly on the job before 3:30 p.m. or 4:00 p.m. on Friday, said wages to be paid at the Employer's option either in cash in envelopes, upon the outside of which shall be plainly marked the Employer's name, the person's name and number, Social Security number, the hours worked, and the amount of money enclosed, or by check, provided:

(a) The check is a Todd Insured A.B.C. System Payroll check, or similar type of check, containing above information as on the pay envelope, and that delivery of the checks to the person shall be made at least on the day preceding a banking day.

(b) Any deductions from wages now or hereafter required by law shall also be marked on the face of pay envelopes.

If Carpenters are not paid as specified above, double-time shall

COPY

be paid for Friday between the hours of 3:30 p.m. or 4:00 p.m. and 5:30 p.m. or 6:00 p.m., and single-time for working time thereafter, until paid, not exceeding fourteen (14) hours; provided, however, that the men report to and remain on the job during the said fourteen (14) hours.

Section 3. Employees covered by this Agreement shall be given one (1) hour's notice before being discharged or laid off, and in either event his or her wages and benefits must be paid in full at that time.

Employees covered shall not be penalized for the one hour discharge notice. The wages shall be paid in cash or by insured check, under the conditions set forth in Section 2 of this Article. This does not apply to any temporary suspension of work during any pay week of reasons beyond the control of Employer.

All employees, at the termination of their employment, shall receive the New York State Record of Employment Form 1-A within twenty-four (24) hours of their dismissal.

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Section 4. When the Employer is working under conditions in **Article X, Section 1,** then the payment of wages shall conform to this **Article XI, Section 1, 2(a) and (b) and Section 3,** except that the hours indicated will change accordingly.

Section 5. This Agreement is based on the principle that the Employer is entitled to a day's work for a day's pay. Any unreasonable failure to work these hours gives the Employer the right to pay only for the hours actually worked, subject to grievance as set forth in **Article XII.**

Section 6. Except at the start and finish of a job, General Foreman, Foreman, shall be employed on a weekly basis which shall include wages and fringe benefits FOR HOLIDAYS. The payment of overtime rates for the General Foreman and Foreman shall be made at the minimum book rate for General Foreman and Foreman when there are Carpenters doing work on the jobsite.

If the General Foreman and Foreman are receiving a rate higher than the minimum book rate, it will be the Employer's option as to whether the General Foreman and Foreman shall receive the higher agreed rate for said overtime.

Section 7. When employees are referred to a job and report for work, and no work is provided, they shall receive two (2) hours' pay, except for inclement weather or other conditions beyond the control of the Employer. All employees reporting for work and ready to start at the designated start time, shall receive two (2) hours' show-up time, if the job does not start, except for inclement weather or other conditions beyond the control of the Employer.

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Section 8. Wages - Wage rates and fringe benefit contribution within the bargaining unit shall be determined and/or reallocate by Union at its sole discretion:

TOTAL WAGES & FRINGE BENEFITS - JOURNEYMAN CARPENTER

	07/01/12	Upon imp-lementation	07/01/13	Ninety (90) days after implementation	07/01/14
Total package per hr.	$85.03	$87.16	$89.56	$91.96	$94.36

FOREMAN - $3.00 PER HR. ABOVE JOURNEYMAN SCALE
GENERAL FOREMAN - $6.00 PER HR. ABOVE JOURNEYMAN SCALE

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/12	Upon imp-lementation	07/01/13	Ninety (90) days after implementation	07/01/14
Journeyman	$46.15	$46.15	-----	-----	-----
Foreman	$49.15	$49.15	-----	-----	-----
General Foreman	$52.15	$52.15	-----	-----	-----

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APPRENTICES

Apprentice wage increases may be deferred for reasons determined by the Joint Apprentice Committee and or its Training Director by written notice to the Employer.

EFFECTIVE DATES WAGE RATE PER HOUR	07/01/12	Upon imp-lementation	07/01/13	Ninety (90) days after implementation	07/01/14
1st yr. Apprentice 40%	$18.46	$18.46	-----	-----	-----
2nd yr. Apprentice 50%	$23.07	$23.07	-----	-----	-----
3rd yr. Apprentice 65%	$30.00	$30.00	-----	-----	-----
4th yr. Apprentice 80%	$36.92	$36.92	-----	-----	-----

FRINGE BENEFIT RATE PER HOUR
JOURNEYMAN-FOREMAN-GENERAL FOREMAN

EFFECTIVE DATES

	07/01/12	Upon imp-lementation	07/01/13	Ninety (90) days after implementation	07/01/14
WELFARE	$ 11.25	$ 13.37	-----	-----	-----
PENSION	$ 11.81	$ 11.81	-----	-----	-----
ANNUITY	$ 6.60	$ 6.60	-----	-----	-----
A.J.R.E.I.F.	$ 0.70	$ 0.70	-----	-----	-----
VACATION	$ 7.10	$ 7.10	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	$ 0.05	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.08	$ 0.10	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.30	$ 0.28	-----	-----	-----
SUPPLEMENTAL PENSION	$ 1.00	$ 1.00	-----	-----	-----
TOTAL PER HOUR	$38.88	$ 41.01	-----	-----	-----

FRINGE BENEFIT RATE PER HOUR
1st 2nd 3rd & 4th YEAR APPRENTICES

EFFECTIVE DATES

	07/01/12	Upon imp-lementation	07/01/13	Ninety (90) days after implementation	07/01/14
WELFARE	$ 11.25	$ 13.37	-----	-----	-----
PENSION	$ 5.91	$ 5.91	-----	-----	-----
ANNUITY	$ 3.30	$ 3.30	-----	-----	-----
A.J.R.E.I.F.	$ 0.70	$ 0.70	-----	-----	-----
VACATION	$ 3.55	$ 3.55	-----	-----	-----
SUPPLEMENTAL FUNDS	$ 0.04	$ 0.05	-----	-----	-----
U.B.C. & J.A. INT'L	$ 0.08	$ 0.10	-----	-----	-----
N.Y.D.C.C. LABORS/MGT.	$ 0.30	$ 0.28	-----	-----	-----
SUPPLEMENTAL PENSION	$ 1.00	$ 1.00	-----	-----	-----
TOTAL PER HOUR	$26.13	$ 28.26	-----	-----	-----

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EFFECTIVE DATES

WELFARE	$-----	-----
PENSION	$-----	-----
ANNUITY	$-----	-----
A.J.R.E.I.F.	$-----	-----
VACATION	$-----	-----
SUPPLEMENTAL FUNDS	$-----	-----
U.B.C. & J.A. INT'L	$-----	-----
N.Y.D.C.C. LABORS/MGT.	$-----	-----
SUPPLEMENTAL FUNDS	$-----	-----
TOTAL PER HOUR	$-----	-----

The Pension, Vacation and Annuity Fund contribution rates for Apprentices are based upon 50% of the Journeyman rate.

The parties agree to the establishment of a Market Recovery

Program, a joint Labor Management committee will be designated to define the details of the program within thirty (30) days of the agreement.

Section 9. When an employee is required to work through the lunch period, he shall be compensated at the rate of time and one-half, and be given time to eat his lunch.

Section 10. There shall be no lost time in wages to any employee on the day of injury when immediate medical attention is required to said employee, while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

ARTICLE XII

Grievance Procedure

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Section 1. All complaints, disputes and differences concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement, or in the event there shall exist any claim, demand, dispute or controversy between the parties hereto, excluding the merits of jurisdictional dispute, i.e., a dispute with another trade over the assignment of work, the parties hereto shall first attempt to settle and adjust such dispute, claim, demand or controversy by negotiation.

Section 2. Any grievance not resolved shall be submitted to arbitration before Roger Maher, Ruth Raisfeld, or Howard Edelman who shall serve as permanent arbitrator(s) hereunder.

The arbitrator shall conduct a hearing in such a manner as he shall consider proper and shall serve as sole arbitrator of the dispute between the parties. The arbitrator shall have the right to conduct an ex- parte hearing in the event of the failure of either party to be present at the time and place designated for the arbitration, and shall have the power to render a decision based on the testimony before him at such hearing. The decision of the arbitrator shall be final and binding upon both parties and may be entered as a final decree or judgment in the Supreme Court of the State of New York or in a court of appropriate jurisdiction in any state where such decision shall be rendered. The costs of the arbitration, including the arbitrator's fee shall be borne equally by the Employer and the Union. It is the intent of the parties hereto that all disputes between them, both within and outside of the Agreement, shall be submitted to arbitration and that no defense to prevent the holding of the arbitration shall be permitted. Service of any documents or notice referred to above, or service of any notice required by law in connection with arbitration proceedings may be made by registered or certified mail. A post office receipt shall be conclusive evidence of proper service if mailed to the address designated by the Employer when it signed the agreement. If certified or registered mail is refused or not picked up, ordinary mail shall be deemed sufficient service provided that it

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is forwarded to the address of record contained in this agreement.

Section 3. Upon the confirmation of the arbitrator's award, the prevailing party shall, or on any appeal therefore, be entitled to receive all court costs in each proceeding as well as reasonable counsel fees.

ARTICLE XIII

No Strike - No Lockout

The Union or its representatives shall not order a strike or stoppage of work, nor shall the employees strike against any Employer, or collectively leave the work of an Employer, for any reason including jurisdictional dispute, nor shall any Employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes, as provided for in **Article XII.**

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The Union may call or sanction a strike for:

(1) the Employer's refusal to submit a matter to arbitration, pursuant to the arbitration clause of this Agreement,

(2) the Employer's failure to comply with any decision of any Board of Arbitration established hereunder within five (5) working days after such decision, and

(3) any other reason explicitly provided for in this agreement.

ARTICLE XIV

Validity

If any clause or part of this Agreement is found unconstitutional or illegal by court of competent jurisdiction or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the industry as permitted by law.

ARTICLE XV

Fringe Benefit Funds

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Section 1. The Employer shall make contributions for each hour worked of all employees covered by this Agreement and employed by said Employer within the territory of this Agreement in the amounts hereinafter specified to the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund and Supplemental Funds. Except as provided in **Article X**, full benefit shall be paid for Foreman and General Foreman.

Each signatory Employer shall make available to the Trustees of the various Fringe Benefit Trust Funds, or their designated auditing representative, all pertinent books and records, including all cash disbursement records, required for an audit, to enable a said auditor to ascertain and to verify, independently, that the proper contributions hereunder have been paid and such records will be produced whenever deemed necessary by the Trustees in connection with the proper administration of their fiduciary responsibilities. In order to accomplish this end, it is specifically agreed that should any affiliate or subsidiary Contractor, as described in **Article XVII Section 20** of this Agreement be involved with the business activities of this Employer that this Employer will make available all the pertinent books and payroll records of such affiliate or subsidiary to the auditor so that a complete audit can be conducted. The extent of the audit, and the determination as to what pertinent records are necessary to complete the audit, is in the sole discretion of the Employer/Union Trustees, so that they may independently verify that all required contributions have been made and discover the identity of all beneficiaries under the plans for which they have been entrusted, for proper administration.

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When auditors are sent to audit the books of any Employer, General Contractor, Prime Contractor, Builder or Subcontractor and a definite appointment is scheduled, when the auditor or auditors cannot start at the appointed time and date and must return, or when valid payroll records are not furnished, then the said Employer, General Contractor, Prime Contractor, Builder or Subcontractor shall be penalized and pay the sum of $100.00 per auditor, to cover the expense of the auditor or auditors.

It shall be a violation of this Agreement for any signatory Employer to fail to furnish proper records when requested, for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Contractor upon twenty-four (24) hours' notice. If such members who are removed remain on the jobsite during regular working hours, they shall be paid for lost time not to exceed three (3) working days' pay.

Section 2. Contributions to the New York City District Council of Carpenters Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund and Supplemental Funds shall be in accord with this Agreement. The contribution to the Supplemental Funds shall be allocated in the following manner:

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Carpenters Relief and Charity Fund
TWO AND ONE-HALF CENT($0.025) PER HOUR

District Council Scholarship Fund
TWO AND ONE-HALF CENT ($0.025) PER HOUR

The purpose of the Carpenters Relief and Charity Funds is to enable the parties to make charitable donations in the name of the carpentry industry from time to time. Said donations shall be made to duly recognized tax exempt institutions within the meaning of the Internal Revenue Code and to provide emergency assistance to bona fide victims of disaster, catastrophe and community projects for the good of the general public. The contributions shall be included in the payment of the Fringe Benefit Stamp. The Fund shall be administered by a minimum of two persons, one designated by the Union and the other by the Employer Associations. They shall serve without pay and shall be bonded to the extent required by law. All monies received by the Fund shall be deposited in a bank selected by the two administrators and shall be disbursed only by check signed by both administrators. At least once a year the entire balance of the Fund on hand shall be disbursed to organizations and persons who meet the qualifications set forth above. The administrators shall keep such books or records as may be necessary. Once a year the administrators shall account for all monies received and disbursed.

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The Supplemental Funds shall be established in accordance with applicable law, and any employee's authorization that is required shall be secured by the Union.

It is agreed that all contributions are due and payable to the District Council Fund Office as called for in this Agreement for the other fringe benefit funds and the Employer does hereby authorize said area Fund Office to forward said contributions to other Fund Office in such manner as the Trustees of said fund shall reasonably require.

By the execution of this Agreement the parties authorize the representatives of the participating Employers and Carpenter Unions to designate their respective Union and Employer Trustees hereby waiving all notice thereof and ratifying all actions taken by them within the scope of their authority.

If any of the above allocations are determined to be, in the opinion of Counsel legally improper, then in that event said allocation may be re-allocated by the Union to a presently existing fringe benefit fund, or to another fund to be established by the Union and the Employer.

The parties to this Agreement recognize the New York City and Vicinity of Carpenters Joint Labor Management Cooperation Trust Fund. The Committee will be funded by contributions paid through the Trust Funds Stamp Plan. Said donations shall be made in accordance with all applicable Federal and State Laws pertaining thereto.

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The parties to this Agreement agree the Employer shall make contributions of two ($0.02) cents per hour worked for each employee covered by this Agreement to the Apprenticeship & Training Fund of North America (the "training fund"). Two ($0.02) cents per hour for each employee to the Carpenters Health & Safety Fund of North America (the "Health & Safety Fund"). Two ($0.02) cents per hour for each employee to the

Labor-Management Education and Development Fund. The Employer hereby agrees to be bound by the trust indenture agreement applicable to the United Brotherhood Carpenters National Health & Safety, Apprenticeship and Training, and Education and Development Funds as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such trusts.

The Employer and the Union acknowledge that they are represented by their duly designated Trustees to administer the various Fringe Benefit Trust Funds provided for in this Agreement. Because of the various liabilities and responsibilities placed upon all parties to this Agreement, including all Contractors and Union representatives and their respectively designated Trustees, each Contractor hereby agrees that the Fringe Benefit Fund Trustees shall have the necessary powers to fulfill their fiduciary obligations in order to fully protect each Employer signed to this Agreement and their employee-beneficiaries under the respective fund plans.

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Section 3. Each Employer shall be bound by all of the terms and conditions of the Agreements and Declarations of Trust, creating the Welfare Fund, Pension Fund, Vacation Fund, Annuity Fund, New York City and Vicinity Labor Management Cooperation Fund, United Brotherhood of Carpenters and Joiners of America Fund, Apprenticeship Journeymen Retraining Educational and Industry Fund and Supplemental Funds as amended, and by all

By-Laws adopted to regulate each of said Funds. The Trustees of the eligible Funds shall secure the approval of the Treasury Department under the applicable provisions of the Internal Revenue Code and shall amend the same, if necessary, to secure such approval, so as to qualify the Employer-contributions as deductions for Federal Income Tax purposes.

Section 4. It is agreed that no contributions to any of the Funds as specified in this Article shall be required on the premium portion of wages. For the purposes of these Sections only, all hours worked shall be regarded as straight-time hours.

It is further agreed, however, that contributions specified in this Article shall be paid on the hours represented by wages received for not working on the afternoon of the days specified in Article X, Section 10.

Fringe benefit contributions, including Vacation Fund payments, will be the same for the General Foreman, Foreman and Journeyman. Fringe benefit contributions for Apprentices shall be in accordance with applicable schedules in Article XI.

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In the case of Foreman, General Foreman and First and Second year Apprentices contributions shall be made to the fringe benefit funds on the basis of hours for which said employee is actually paid, regardless of whether said hours are actually worked. This provision shall not apply to bonuses, paid vacation or paid sick leave, voluntarily paid to said employees.

Section 5. Whenever the Employer is in default in payments to the Funds referred to in **Article XV** or the Agreement, and reasonable notice of such default is given to the Employer, if the payments are not made, the Union may remove its members from the work of such Employer. If such men who are removed remain at the jobsite during regular working hours, they shall be paid for lost time not to exceed three (3) days' pay.

Section 6. (a) In the event that formal proceedings are instituted before a court of competent jurisdiction by the trustees of a Benefit Fund or Funds to collect delinquent contributions to such Fund(s), and if such court renders a judgment in favor of such Fund(s), the Employer shall pay to such Fund(s), in accordance with the judgment of the court, and in lieu and any other liquidated damages, costs, attorney's fees and/or interest, the following:

(1) the unpaid contributions; plus

(2) interest on the unpaid contributions determined at the prime rate of Citibank plus 2%; plus

(3) an amount equal to the greater of --

  (a) the amount of the interest charges on the unpaid contributions as determined in above, or

  (b) liquidated damages of 20% of the amount of the unpaid contributions; plus

(4) reasonable attorney's fees and costs of the action; and

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(5) such other legal or equitable relief as the court deems appropriate.

(6) In the event that proceedings are instituted before an arbitrator under **Section 14** of this **Article** to collect delinquent contributions to Benefit Fund or Funds, and if such arbitrator renders an award in favor of such Fund(s), the arbitrator shall be empowered to award such interest, liquidated damages, and/or costs as may be applicable under the Agreement and Declaration of Trust establishing such Fund(s).

Section 7. Should any dispute or disagreement arise between the parties hereto, or between the Union and any Employer signatory hereto, concerning any claim arising from payments to the Fund of principal and/or interest which is allegedly due, either party may seek arbitration of the dispute before the impartial arbitrator designated hereunder by filing a notice of intent to arbitrate in writing with said impartial arbitrator, and serving a copy of said notice on the Employer, or the Union, as the case may be. Unless a waiver is mutually agreed to in writing by the parties hereto, a hearing shall be convened as soon as practicable and the arbitrator shall submit his award within twenty (20) days after the close of the hearing. The arbitrator shall have full and complete authority to decide any and all issues raised by the submission and to fashion an appropriate remedy including, but not limited to, monetary damages. The arbitrator's award in this regard shall be final

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and binding upon the parties hereto and the individual Employer, if any, and shall be wholly enforceable in any court of competent jurisdiction. The cost of the arbitration, including the fees to be paid to the arbitrator shall be included in the award and shall be borne by the losing party.

Roger Maher, Ruth Raisfeld or Howard Edelman is hereby designated as impartial arbitrator(s) hereunder.

The agreement of the parties to submit said matters regarding the payment of contributions to an arbitrator does not excuse the Employer from any statutory, civil or criminal liability which may attach to his actions under Municipal, State or Federal law. The submission of a matter to arbitration is in no way meant to affect the right of the Union to remove its members from an Employer's premises, as provided for in this Agreement.

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ARTICLE XVI

Surety Bond

Section 1. An Employer is required to post a bond as set forth in **Article XVI, Section 5** of this agreement to guarantee payment of contributions to the Funds as provided for in **Article XV.**

Section 2. Employer’s Acknowledgment of Prompt Payments to the Funds

The Employer further acknowledges and the parties agree that prompt payment of fringe benefit contributions is essential to the proper administration of the Agreement, the appropriate funding and actuarial soundness of the Funds and the timely payment of benefits to participating employees. The Employer agrees to comply with the Funds' Collection Procedures, as may be adopted by the Board of Trustees, including responding to information and other requests on a timely basis, promptly including but not limited to permitting and cooperating with an audit. When a signatory Employer owes to the Benefit Funds an amount greater than the face amount of its bond, the bond must be increased to cover such indebtedness. An Employer determined to be delinquent shall be required to make weekly cash payments to the Funds by certified check to cover on-going contribution obligations. If this is not done, the Union at its discretion may remove all of its members from the employ of that Employer.

Section 3 Job Action for Non-Complying Employer

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The Employer agrees to provide a bond in such amounts as provided for here in **Article XVI** relating to Bonding before commencing any work. In the event that the Employer fails to provide such bond within seven (7) days of commencing work, the District Council may consider the Employer in default and remove its members, upon reasonable notice, from each of the Employer's job sites. If the members remain on the site, they shall each receive no more than three (3) days of wages and fringe benefit contributions during such job action.

Section 4. Personal Liability of Shareholders, Officers, Other Individuals

(A) In the event that the Employer fails for any reason to satisfy the Bonding requirement provided for here in **Article XVI**, the Employer agrees that its shareholders, officers, and individuals who are empowered to execute agreements, sign checks and pay fringe benefit contributions shall be personally liable, jointly and severally, for all unpaid amounts due and owing to the Funds, including but not limited to interest, liquidated damages, auditors' costs, attorneys' fees and costs to collect the same.

(B) No Limitations

This **Section** shall in no way relieve or excuse any Employer of the obligation to provide the required Bond regardless of the business form under which the Employer does business, nor shall this provision limit the personal liability of any corporate officers or shareholders based on operation of law.

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(C) Application to Non-Complying Employer

Any Employer commencing work in violation of this **Section** shall be in violation of **Article XV** relating to the Funds.

Section 5. Bond Amount

The Funds' Trustees shall determine the amount of Bond the Employer is required to provide, but such amount shall be no less than an amount equal to sixty days of estimated contributions.

The Employer shall provide a Bond in the minimum amounts as follows:

Number of Employees	**Bond Amount**
1-3	**$ 10,000.00**
4-7	**$ 15,000.00**
8-15	**$ 20,000.00**
16-20	**$ 30,000.00**
21-25	**$ 75,000.00**
26 or more	**$125,000.00**

The Funds may seize the bond if the Funds determine that the Employer has failed to make required contributions to the Funds or if the Employer has violated the Funds' Collection Procedures. The amount of the bond shall be subject to increase or decrease, in the discretion of the Trustees, depending on the number of employees employed on a particular job site or period.

ARTICLE XVII

Miscellaneous Conditions

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Section 1. Where an employment office is not maintained on the job, the General Foreman, Foreman or the Employer's Representative shall be conveniently accessible to applicants at least once a day.

Section 2. When the Employers does any work outside the territory covered by this agreement, it shall conform to the wages and other terms of employment that exist between the Employers and employees of such locality. Such local wages, however, shall not apply to men hired in the territory covered by this Agreement, to work in territory not covered by it.

Section 3. If the Employer fails to comply with the foregoing, they shall receive no support from the Union; provided, however, that no Carpenter shall be removed from jobs in the territory covered by this Agreement pending resolutions of the matter in accordance with **Article XII.**

Section 4. The amount or character of work demanded by the Employer or his Representatives shall not be unreasonable, nor shall it be restricted by the Union, its Representatives, Officers, or members.

Section 5. There shall be no restriction against the use of any machine-made flooring or machine cut timber or lumber.

Section 6. There shall be no restriction of the use of machinery, tools, appliances, or methods. No powder-actuated tools shall be used unless approved by the State Board of Standards and Appeals.

COPY

Section 7. The use of safety equipment and appliances furnished by the Employer is mandatory, and the failure to employ the use of such equipment and appliances, after due warning, is sufficient cause for dismissal. The Employer agrees in all respects to comply with the requirements of the Occupational Safety and Health Act and all regulations issued pursuant thereto.

Section 8. The consumption of intoxicating beverages or use of drugs on a jobsite is prohibited. Violation of this rule, after due warning, is sufficient reason for dismissal.

Section 9. Neither party, during the life of this Agreement, is to adopt any By-Law or attempt to enforce against the other party any working rule or regulation which is contrary to any of the clauses in this Agreement. Neither party shall attempt to enforce against the other party any working rules which have not been approved by the Union.

Section 10. The Employers, or the Agents of the Employer shall not accept or give directly or indirectly, any rebate on wages, or give or accept gratuities or give anything of value or extend any favor to any person for the purposes of affecting any rate of wages.

Section 11. Should the parties hereto be unable to agree on the interpretation of any **Section** of this Agreement, the questions shall be settled as provided for in **Articles XII** and **XV**.

COPY

Section 12. The parties to this Agreement shall continue to use all efforts to maintain an effective Apprenticeship Training Plan and/or system which will insure an adequate force of skilled mechanics. This system shall definitely determine the ratio of apprentices to mechanics working on a specific job that must be employed; wages to be paid during training; method of indenture to the industry and other rules for efficiently operating the plan. Wages and fringe benefits to be paid to such apprentices shall be as indicated **in Article XI**.

Section 13. Every signatory Employer party to this contract shall notify the District Council on its specified form, by fax, certified mail, or telephone, of the awarding of any contract on which any of the work described in **Article II** hereof shall be performed by said Employer or a Subcontractor. Said notice shall include the location of the job, the name and address of the Contractor or Subcontractor involved, and the identity of the General Contractor. The District Council shall then provide the Employer with a specified job identification number for that specific job. This identification number will be utilized for the District Council job referral list, Steward's reports, and summary/remittance reports. In addition, the Foreman, General Foreman and/or the first employee is required to report his/her presence on said jobsite and obtain this identification number.

COPY

Failure to comply with this **Section**, shall be a breach of this Agreement and shall authorize the Union to remove its members from any job on which said Contractor or Subcontractor has not complied with this notice. The aforesaid notice shall be given within thirty (30) days of the award of a contract, and in any event, prior to the commencement of work, or after the cessation of work, prior to the recommencement thereof. It is understood that the provisions of this **Section** will be strictly enforced by the Employer, as set forth above, a pre-job conference will be held, if one is requested by the Union.

The Employer shall fax a notice of job closure to the District Council to signify the completion of the job.

Section 14. It is further agreed that if any Employer engages in any class of work not embodied in Building Construction, both parties shall comply with all the Union conditions then existing in that class of work.

Section 15. All work covered by this Agreement shall be contracted or subcontracted only to an Employer who is signatory to or agrees to become signatory to a collective bargaining agreement with the Union. The parties hereto mutually agree with respect to work falling within the scope of this Agreement that is to be done at the site of construction, alteration, maintenance, or repair of any building, structure, or other works, that if the Contractor should contract or subcontract any aforesaid works falling within the trade jurisdiction of the Union as set forth herein, said Contractor shall contract or subcontract such only to firms which observe the standards of wages and fringe benefits and working conditions established herein to insure the observance of the wages, benefits, hours, and other items and conditions of employment provided herein.

COPY

Section 16. Once an award is made by a General Contractor, Prime Contractor, or Builder to a Subcontractor, who performs only one type of work, then this Subcontractor cannot re-subcontract to another Subcontractor who performs the same type of work. This does not apply to recognized specialties.

Section 17. Where for the benefit of the Employer, an employee must cross a body of water in order to reach the jobsite and there is no public transportation available to said site, then it shall be the duty of the Employer to provide adequate safety and comfort for the employee's transportation. The Employer shall protect such employee under a policy of public liability insurance or any other insurance required by law for any public conveyance. Such certificate shall be posted in a conspicuous place, on any conveyance used by the Employer. Should such transportation, whether private or public, require extraordinary fare, such fare shall be paid by the Employer. The employee shall not leave the shore opposite the jobsite earlier than 8:00 a.m. and shall return to the same shore not later than 3:30 p.m., or if engaged in heavy construction, no later than 4:30 p.m.

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Section 18. The Employer agrees that if it performs any service or work described in the Trade Agreements of the District Council of Carpenters within New York State within the geographic jurisdiction of the District Councils, it shall be bound by all the terms and conditions of the Trade Agreement applicable to the location where said service or work is being performed for the period of time that said service or work is being performed in said location, in the same manner as if it were a direct signatory to the applicable Trade Agreement.

Section 19. (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer exercises either directly or indirectly any significant degree of ownership management or control, (i.e. through family members), the terms and conditions of this Agreement including Fringe Benefits shall be applicable to all such work.

(b) All charges of violations of **Paragraph (a)** of this **Section** shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in **Article XII**, of this Agreement. As a remedy for violations of this **Section**, the arbitrator (or arbitration body) provided for in **Article XII**, is empowered at the request of the Union, to require an Employer to:

(1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such

COPY

employees as a result of the violations and,

(2) pay into the affected joint trust funds established under this Agreement any delinquent contributions together with interest, penalty and liquidated damages to such funds which have resulted from the violations.

Provisions for this remedy herein does not make such remedy the exclusive remedy available to the Union or the Trust Fund for violation of this **Section**; nor does it make same or other remedies unavailable to the Union or the Trust Fund for violations of other **Sections** or **Articles** of this Agreement.

(c) If, as a result of violations of this **Section**, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with **Subsection (b) above**, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus costs of litigation, which have resulted from the bringing of such court action.

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Section 20. The Employer reserves and retains the sole and exclusive rights to manage its operations and to direct the work force except only to the extent the express provisions of this Agreement specifically limit or qualify these rights.

Section 21. On every job the Employer shall provide a gang box or suitable locker. In buildings over six stories high, a locker is to be provided on every fifth floor. The locker shall have the door hinged in such a way that hinges cannot be taken off while the door is closed without breaking the door. The lock must be a mortise lock or hasp and staple bolted through a door, or a safety hasp which covers all screws; in any case, it must be impossible to open the door without breaking it or the lock.

The Employer shall furnish a suitable tool shanty or gang box on every fifth floor on all jobs over ten (10) floors in height.

Section 22. The Employers who have complied with the above requirements are only responsible for loss of tools and clothing due to the burning or forcible entry of the locker and such liability shall be limited to a sum not to exceed:

Tools..................	$600.00 (finish)
	$500.00 (concrete)
Overcoat...............	$150.00
Other Clothing.........	$150.00
Shoes..................	$125.00

COPY

upon submission of proper proof of loss. Proof of loss must be filed within forty-eight (48) hours of the actual loss and payment of the above described claim must be made within fourteen (14) working days of receipt of the proof of loss. Any disputed claims shall be resolved pursuant to **Article XII** hereof.

Section 23. Employees' tools which become dulled on the job shall be reconditioned at the expense of the Employer by the employee covered under this Agreement.

Section 24. All Employers will make sure that any products they ask Carpenters to handle will have a United Brotherhood of Carpenters stamp on it as long as it is within their power to do so.

Section 25. All Carpenters will be given time A five minute (5)break for wash up at lunch time and a five minute (5) break for wrap-up at the end of the work day .

Section 26. There will be no quotas imposed on Carpenters working on a jobsite.

Section 27. Any Employer found guilty of offering cash to Carpenters for hours worked shall pay a fine of twenty five thousand ($25,000.00) dollars to the Carpenter's Relief and Charity Fund after he has paid monies that were due to the Benefit Funds. This will be decided through the collective bargaining agreement grievance and arbitration clause.

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Section 28. In order to protect and preserve for the employees engaged in the manufacturing of custom fixture and mill cabinet products used in the trade, and in order to prevent and device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed that all custom manufactured mill cabinet and architectural woodwork products which are specified and required in the Employers contract with the client, including doors specifically designed as matching components of said products, shall be fabricated in a signatory shop within an area encompassing the five boroughs of New York City and extending approximately forty (40) miles beyond the city's borders. Doors, jambs and related components which do not fall within the stated category will be excluded from this provision.

Section 29. All Carpenters will be allowed a ten (10) minute coffee break in the morning. This will also be allowed in the afternoon when working forty (40) hours.

ARTICLE XVIII

Promotional Fund

The Employer agrees to be bound and to make contributions to the Promotional Fund which is annexed to this Collective Bargaining Agreement.

ARTICLE XIX

Expiration Clause

COPY

This Agreement shall be binding on the Employer and the Union, their successors and assigns. The duration of this Agreement shall continue until July 01, 2011 and shall be binding on the Employer and the Union, their successors and assigns. The duration of this Agreement shall continue until June 30, 2015 and shall be renewed automatically for one year intervals thereafter unless notice to the other at their last known address has been provided by either party by certified and regular mail no more than ninety (90) days nor no less than sixty (60) days before the contract expiration that such party seeks to negotiate a new contract or modify or amend this Agreement through negotiations. Once negotiations have commenced, neither party will seek to alter unilaterally the terms or conditions of employment of employees covered by this Agreement until such terms have been changed by execution of a newly negotiated agreement.

ARTICLE XX

Retroactivity

It is mutually agreed that all wages, fringe benefits and conditions provided for in this Agreement shall not be retroactive to July 1, 2011.

COPY

Exhibit "C"

AMENDED AGREEMENT AND DECLARATION OF TRUST
NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND

Effective 7/1, 04

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WHEREAS, an AGREEMENT AND DECLARATION OF TRUST, has heretofore been entered into on the 12th day of December 1955; and

WHEREAS, said Agreement and Declaration of Trust was entered into in order to establish a trust under which moneys paid on account of pension and retirement benefits would be and have been held to be known as the NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND;

WHEREAS, said Agreement and Declaration of Trust has been amended from time to time, and

WHEREAS, the Trustees of the New York City District Council of Carpenters Pension Fund desire that the Amended Agreement and Declaration of Trust comply with the applicable requirements of the Labor Management Relations Act, 1947, as amended, and qualify as a "qualified trust" and as an "exempt trust" pursuant to the Internal Revenue Code of 1986, as it may be amended (the "Code"), and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Agreement and Declaration of Trust, as amended, is restated below in its entirety, effective as of July 1, 2004

ARTICLE I

DEFINITIONS

A. Unless the context or subject matter otherwise requires, the following definitions shall govern in this Agreement.

Section 1. The term "Administrative Agent" or "Executive Director" shall mean the individual, firm or entity appointed by the Trustees as provided in Article VII of this Trust Agreement.

Section 2. The term "Affiliated Local" shall mean a local union affiliated with The District Council for New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America.

Section 3. The term "Agreement and Declaration of Trust", "Agreement" or "Trust Agreement" shall mean this instrument, including any amendments hereto and modifications hereof.

Section 4. The term "Beneficiary" shall mean any person designated by a Participant, or by the terms of the Plan, who is entitled to a benefit under the Plan.

Section 5. The term "Benefit Fund" shall mean any of the following: the New York City District Council of Carpenters Welfare Fund, the New York City District Council of Carpenters Vacation Fund, the New York City District Council of Carpenters Apprenticeship Fund or the New York City District Council of Carpenters Annuity Fund.

Section 6. The term "Contributions" shall mean the payments made to the Fund by Employers either under and pursuant to collective bargaining agreements with the Union, through a Participation Agreement or Memorandum of Agreement with the Fund, or under applicable law. If they desire to participate in the Plan on behalf of their employees, the Union, an Affiliated Local, the Pension Fund, a Benefit Fund and/or the Labor-Management

Corporation shall make Contributions on behalf of their participating officers and/or employees on an equivalent basis, as determined by the Trustees, as the Contributions made by Contributing Employers pursuant to a collective bargaining agreement with the Union.

Section 7. The term "Employer" shall mean each Employer who with the approval of the Trustees has executed either a Participation Agreement or Memorandum of Agreement with the Fund or a collective bargaining agreement with the Union providing for Contributions to the Fund, and every Employer who shall execute such an agreement in the future. An Employer is deemed to have accepted and become bound by this Agreement and Declaration of Trust by contributing to or having an obligation to contribute to the Fund. If the Union, an Affiliated Local, the Pension Fund, a Benefit Fund and/or the Labor-Management Corporation agree to contribute to this Fund; pursuant to a Participation Agreement or Memorandum of Agreement with the Fund on behalf of any officer or employee, the Union, the Affiliated Local, the Pension Fund; the Benefit Fund and/or the Labor-Management Corporation shall also be deemed an Employer for purposes related to Fund Contributions, provided however they shall not participate in the selection of Employer Trustees.

Section 8. (a) The term "Employer Trustees" shall mean the Trustees appointed by the Employers contributing to the Fund; (b) the term "Union Trustees" shall mean the Trustees appointed by the Union; (c) the term "Trustees" shall mean the Board of Trustees of the Fund (Employer Trustees and the Union Trustees collectively) and any successor Trustees designated and appointed as provided in this Agreement and Declaration of Trust. The Trustees shall at all times be equally divided between representatives and designees of the Union and representatives and designees of the Employers.

Section 9. The term "Including" is used for illustration purposes only and may not be construed as limiting the term being illustrated to the examples provided.

Section 10. The term "Investment Manager" shall mean any fiduciary who has been designated by the Trustees to acquire, manage, control or dispose of any assets of the Fund, who acknowledges in writing that it is a fiduciary with respect to the Fund and who is: (a) registered as an investment adviser under the Investment Advisers Act of 1940; (b) a bank as defined in that Act; or (c) an insurance company qualified to perform services of managing, acquiring, or disposing of any plan assets under the laws of more than one state.

Section 11. The term "Labor-Management Corporation" shall mean the New York City and Vicinity Carpenters Labor-Management Corporation and any predecessor thereto.

Section 12. The term "Participant" shall mean (a) any individual who is employed by an Employer for whom the Employer is now, or will be, obligated to contribute to the Fund; (b) an officer or employee of the Union for whom the Union shall have agreed to contribute to the Fund; or (c) an employee of the Fund for whom the Trustees shall have agreed to contribute to the Fund.

Section 13. The term "Pension Fund," "Trust Fund" or "Fund" shall mean the New York City District Council of Carpenters Pension Fund formulated and established by this Agreement and Declaration of Trust and any amendments, additions or deletions as the Trustees may adopt as provided in this Agreement and Declaration of Trust.

Section 14. The term "Pension Plan" or "Plan" means the New York City District Council of Carpenters Pension Plan established for the payment by the Trustees of benefits from the Pension Fund, in accordance with such rules and regulations relating to eligibility requirements, amount, and computation of benefits, and the general administration and operation of the Pension Fund as the Trustees may from time to time adopt and promulgate.

Section 15. The term "Union" shall mean The District Council for New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America.

ARTICLE II

NAME

This Pension Fund shall be known as the New York City District Council of Carpenters Pension Fund.

ARTICLE III

PURPOSE

Section 1. The Pension Fund shall comprise the entire assets derived from Contributions together with all investments made and held by the Trustees, including monies received by the Trustees as Contributions or as income or earnings from investments made by the Trustees or otherwise, and any other funds or property, received and/or held by the Trustees for the uses and purposes set forth in this Agreement.

Section 2. The Pension Fund is created for the exclusive purpose of (1) providing and maintaining pension benefits or other benefits as may be determined by the Trustees, for the benefit of Participants and their Beneficiaries; and (2) defraying the reasonable expenses of administering a Pension Plan in accordance with this Trust Agreement and the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended that the Pension Plan be a multi-employer plan as that term is defined in Section 3(37) of ERISA.

ARTICLE IV

OBLIGATIONS OF AN EMPLOYER

Section 1. An Employer under this Trust Agreement is obligated to make Contributions to the Pension Fund when due, as required by a collective bargaining agreement with the Union, under applicable law, or by other agreement with the Fund.

Section 2. An Employer is obligated to furnish to the Trustees or their designee with the payment of each Contribution, or at such other times as the Trustees may request, written reports or reports in electronic media as to the wages paid to and hours worked by its employees, the Contributions due or payable to the Pension Fund, other payroll data such as the names of the employees and their social security numbers, and such other information as the Trustees may reasonably require in connection with the administration of the Fund.

Section 3. An Employer is obligated to make available to the Trustees, the Pension Fund's counsel, auditors, payroll auditing firm, or designee for inspection and copying at reasonable times on the premises of the Employer, its payroll books and records whenever the Trustees consider such an examination to be advisable in connection with the administration of the Fund.

Section 4. If the Trustees deem it necessary to audit an Employer's Contributions to the Fund, upon request, such Employer is obligated to furnish to the independent certified public accounting firm designated by the Fund (the "Payroll Auditing Firm") its payroll and other personnel records with respect to present or former employees of the Employer which are necessary for the Payroll Auditing Firm to determine the accuracy and completeness of the Contributions remitted to and the reports filed with the Fund by the Employer.

ARTICLE V

DEFAULT BY AN EMPLOYER

Section 1. The failure of an Employer to pay the Contributions required hereunder by the date due shall be a violation of the applicable collective bargaining agreement between said Employer and the Union or Participation Agreement or Memorandum of Agreement between said Employer and the Fund, as well as a violation of the Employer's obligations hereunder. Non-payment by an Employer of any Contributions when due shall not relieve any other Employer from its obligation to make payments.

Section 2.

(a) Since experience has shown that the Pension Fund suffers serious damage and loss in the form of wasted time, effort, and expense due to the failure of contributing Employers promptly to report and/or pay the Contributions due to such funds with the consequent necessity for the making of demands for reports or payments and/or an audit of the books and records of the Employer and/or the placing of the matter of collecting in the hands of Counsel and/or the commencement and prosecution of proceedings of various kinds, including actions at law and participation in solvency proceedings, the Trustees are hereby empowered and authorized to assess and collect, to the full extent permitted at law and in equity, in addition to the principal amount of the Contributions determined to be due, any and all interest, damages, penalties and other remedies, including, but not limited to, liquidated damages, attorneys' fees, costs and expenses.

(b) Nothing in this section shall be construed as a waiver or limitation on the Trust Fund's or the Trustees' right to enforce an Employer's Contribution obligation through any type of proceeding including litigation in state or federal court or arbitration.

Section 3. No Employer shall be entitled to, or may require, the return of any part of the Pension Fund or any part of its Contributions or other payments except that a Contribution which is made by an Employer by a mistake of fact or law may be returned by the Trustees in their discretion to that Employer within six months after the Trustees determine that the Contribution was made by mistake. This exception shall not apply to Contributions made as a result of a mistake relating to whether the Pension Plan is qualified by the Internal Revenue Service.

Section 4. Each Employer shall pay to the Fund all amounts due as a result of a partial or total withdrawal from the Fund, if any, as determined by the Trustees in accordance with ERISA, as amended by the MPPAA. Withdrawal and other liability amounts shall be payable in the manner and form determined by the Trustees and as provided under the Plan. The Trustees shall have full authority to adopt rules and regulations setting forth procedures for the determination and collection of withdrawal and other liability which shall be binding on the Employers.

Section 5. The Trustees may require any Employer who, in the opinion of the Trustees, demonstrates a habitual pattern of delinquency of payments of Contributions to the Fund, to post a bond in an amount determined in the discretion of the Trustees or to remit to the Fund an advance deposit in their discretion of up to three (3) months of Contributions.

ARTICLE VI

TRUSTEE OFFICES, MEETINGS AND DESIGNATION

Section 1. The operation and administration of the Pension Fund shall be the joint responsibility of the Trustees. The Board of Trustees shall consist of twelve (12) persons, six (6) of whom shall be designated by the Employers, as follows: one Employer Trustee designated by The Building Contractors Association, another Employer Trustee designated by

The Association of Wall-Ceiling & Carpentry Industries of New York, Inc., another Employer Trustee designated by The Greater New York Floor Coverers Association, Inc., another Employer Trustee designated by the Cement League, another Employer Trustee designated by the Manufacturing Woodworkers Association of Greater New York, Inc., and another Employer Trustee designated by The Hoist Trade Association, for an aggregate of six (6) Employer Trustees, all of whom shall respectively serve at the pleasure of the association that designated him or her. The other six (6) Trustees shall be designated by the Union and shall serve at the pleasure of said Union.

Section 2. Each and every successor Trustee shall, upon the acceptance in writing of the terms of this Agreement, be vested with all the rights, powers and duties of his predecessor.

Section 3. Each Employer Trustee and each of their successors shall continue to serve as an Employer Trustee hereunder only so long as he, or the firm, corporation or association of which he is a member, officer, director or employee, remains a party to a collective bargaining agreement with the Union which provides for the making of Contributions to the Fund.

Each Union Trustee and each of their successors shall continue to serve as a Union Trustee hereunder only so long as he remains an officer, employee, member or other designee of the Union or of an affiliate of the Union.

Section 4. The Trustees accept their appointment as Trustees and consent to act as Trustees, and agree that they are named fiduciaries under the Pension Fund, and that they will receive and hold all Contributions and any other money or property or Contract which may come into their custody or under their control as Trustees under and by virtue of the terms, conditions, and provisions of this Trust Agreement for the purposes and with the powers and duties set forth in this Trust Agreement.

Section 5. Each Trustee shall serve until death, resignation, incapacity or removal as provided for herein.

(a) The death or incapacity of a Trustee shall not operate to terminate the Trust, nor shall the legal representatives of such Trustee be entitled to any account or to take any action in the courts or otherwise; and the appointment of such Trustee shall be deemed purely personal and not a right that can descend to heirs at law or legal representatives.

(b) Any Union Trustee may be removed from office at any time by the Union, such removal to be evidenced by an instrument in writing signed by the accredited officers of the Union and delivered to all of the Trustees. Any Employer Trustee may be removed from office at any time by the association that designated him or her, such removal to be evidenced by an instrument in writing signed by the accredited officers of such association and delivered to all of the Trustees.

(c) A Trustee may resign by written notice addressed to the remaining Trustees at least thirty (30) days prior to the effective date of such resignation.

(d) In the event of a vacancy caused by death, resignation, incapacity or removal of a Union Trustee, the Union shall designate a successor, such designation to be evidenced by an instrument in writing signed by an accredited officer of the Union. In the event of a vacancy caused by death, resignation, incapacity or removal of an Employer Trustee, a successor Trustee shall be designated forthwith by the association which designated him or her, such designation to be evidenced by an instrument in writing, signed by an accredited officer of such association.

(e) Upon the death, removal, incapacity or resignation of a Trustee, all books, records, documents, property and assets of the Pension Fund, in the possession or custody of the Trustee shall be transferred to the Pension Fund within thirty (30) days thereafter.

Section 6. In all meetings of the Trustees, four (4) Employer Trustees and four (4) Union Trustees, in person or by proxy, shall constitute a quorum for the transaction of business.

Section 7. Any Trustee may empower, by signed writing, any other Trustee or Trustees to act in his or her stead at any meeting of the Trustees.

Section 8. The Employer Trustees, as a body, shall have one vote, and the Union Trustees, as a body, shall have one vote. The Employer Trustees shall cast their vote in the manner determined by a majority of the six (6) Employer Trustees voting in person or by proxy. The Union Trustees shall cast their vote in the manner determined by a majority of the six (6) Union Trustees voting in person or by proxy. No action shall be taken by the Trustees except by vote of two to zero.

Section 9. A deadlock occurs if (1) a majority of Employer Trustees or a majority of the Union Trustees cannot agree upon the manner in which to cast their vote or (2) the Trustees vote one to one. Deadlocks shall be resolved in the following manner:

Within thirty (30) days of the deadlock, the Trustees may designate an arbitrator. In the event that the Trustees are unable to select an arbitrator within this time frame, any Trustee may demand arbitration under the Impartial Umpire Rules for Arbitration of Impasses between Trustees of Joint Employee Benefit Trust Funds of the American Arbitration Association at its New York City Regional Office. The Trustee shall send copies of the demand to the co-Chairpersons. The arbitrator may hear and, subject to the provisions of this Trust Agreement and applicable law, determine the issue or issues on which there is a deadlock. The arbitrator shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from, change or modify the provisions hereof. The arbitrator's decision shall be in writing, signed, and delivered to the co-Chairpersons within thirty days after the close of the hearing or within such other period as the Trustees determine unanimously. The fees and expenses of the arbitrator, legal counsels, and, if applicable, the American Arbitration Association shall be borne by the Pension Fund.

Section 10. During the month of June in each year:

(a) The Union Trustees shall select one Union Trustee to act as co-Chairperson for a period of one (1) year commencing in July in each year.

(b) The Employer Trustees shall select one Employer Trustee to act as co-Chairperson for a period of one (1) year commencing in July in each year. The Employer Trustees shall select their co-Chairperson in accordance with the following schedule:

YEAR	
2002 and every sixth year thereafter	The Association of Wall-Ceiling & Carpentry Industries of New York, Inc., Representative
2003 and every sixth year thereafter	The Cement League, Representative
2004 and every sixth year thereafter	The Hoist Trade Association of New York, Inc., Representative
2005 and every sixth year thereafter	The Greater New York Floor Coverers Association, Inc., Representative
2006 and every sixth year thereafter	The Manufacturing Woodworkers Association of Greater New York, Inc., Representative
2007 and every sixth year thereafter	The Building Contractors Association, Representative

The duties of the co-Chairpersons shall be (1) to preside at alternate meetings of the Trustees; (2) to facilitate communication among their respective Trustees; and (3) any other duties which are duly authorized in writing by a majority of their respective Trustees, provided that such duties are delegated in accordance with the provisions of this Trust document. For example, when duly authorized in writing by a majority of Employer Trustees, the Employer Trustee co-Chairperson may execute any certificate or document jointly on behalf of the Employer Trustees and such execution shall be deemed execution by all of the Employer Trustees. Similarly, when duly authorized in writing by a majority of Union Trustees, the Union Trustee co-Chairperson may execute any certificate or document jointly on behalf of the Union Trustees and such execution shall be deemed execution by all of the Union Trustees.

Section 11. The co-Chairpersons or any two other Trustees may call a meeting at any reasonable time on at least five days written notice to all other Trustees. Meetings shall be held as frequently as is necessary to insure the efficient administration of the Pension Fund and at least quarterly. If a meeting is called and written notice is provided to all of the Trustees which adequately describes the issue or issues to be decided, and one side does not appear or does not have a quorum, the parties will be considered to have deadlocked on the issue or issues. Such deadlock will be resolved as set forth in Section 9 hereto. Meetings may be held at any time without such notice if all Trustees consent thereto in writing. Meetings may also be held by telephone conference call. If a vote is taken by telephone poll, each Trustees' vote shall be set forth in a signed writing. A copy of this signed writing shall be filed with the co-Chairpersons. An individual Trustee may not take action for or on behalf of the Trustees between meetings except to the extent that the Trustee may have been specifically authorized to do so.

Section 12. The Trustees shall keep minutes of all their meetings, resolutions, and actions. Copies of the minutes should be sent to all Trustees and to such other persons as the Trustees deem advisable. The Trustees shall appoint someone to keep the minutes of the meeting.

Section 13. No vacancy or vacancies among the Trustees shall impair the power of the remaining Trustees to act in the manner provided by this Agreement, or to administer the office of the Pension Plan notwithstanding the existence of such vacancy or vacancies.

Section 14. Any successor Trustee as designated in the manner hereinabove provided shall be vested with all the rights, powers and duties of his or her predecessor upon the assumption of his or her office, except that he or she shall not automatically assume the office of co-Chairperson if the predecessor held one of these offices. No Successor Trustee shall in any way be responsible for anything done or committed in the administration of the Trust Fund prior to the date he or she became a Trustee and subsequent to the time that his or her Trusteeship is terminated.

Section 15. Any successor Trustee designated as herein provided shall execute an acceptance of the office in writing which shall be deposited in the office of the Fund.

Section 16. The obligations of the Pension Fund and the Trustees under this Trust Agreement are not the personal obligations of the individual Trustees and employees of the Pension Fund, and only the assets of the Pension Fund shall be looked to for satisfaction of any claim under this Agreement even though the Trustees have signed any contracts or commitments. Nothing herein is to be construed to prevent any Trustee or fiduciary from receiving any benefits to which he or she may be entitled as a Participant. Except as set forth in ERISA, no past, present or future Trustee or employee of the Pension Fund shall have any personal liability under this Agreement.

Neither the Employers nor the Union shall be liable for any of the acts, omissions or obligations of the Trustees, individually or collectively.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. The Trustees shall supervise generally the administration of the Pension Fund. Without limiting any other powers that inure to them as Trustees by law, the Trustees collectively may:

(1) Exercise general supervision of the operation of the Pension Fund and conduct the business and activities of the Pension Fund in accordance with this Agreement and Declaration of Trust and applicable law;

(2) Receive all Contributions and other payments and income of the Pension Fund, except to the extent that such authority is delegated to one or more Investment Managers;

(3) Acquire, manage, and dispose of the assets of the Pension Fund except to the extent that such authority is delegated to one or more Investment Managers;

(4) Hold any part of the assets of the Pension Fund in cash, or invest any part in any property, real, personal, or mixed, wherever situated, whether tangible or intangible, including governmental, corporate, or personal obligations, trust and participation certificates, leaseholds, fee titles, mortgages and other interests in realty, preferred and common stocks, collective investment funds, options (including puts and calls), and any other evidences of indebtedness or ownership;

(5) Exercise any option or options, make any agreement or subscription, pay any expenses, assessments or subscriptions in connection therewith and

hold and retain any property acquired by means of the exercise of these powers;

(6) Receive, hold, pledge, or sell any securities or other property of any kind, nature, or description whatsoever that are tendered to them that they may deem to be acceptable;

(7) Publicly or privately sell, transfer, exchange, or dispose of any securities or other property for cash, credit, other securities, or property;

(8) Register any securities or other property held by the Pension Fund in the name of a nominee or nominees with or without indicating that the securities or other property are held in a fiduciary capacity and hold in bearer form any securities or other property so that title will pass by delivery; provided the books and records of the Trustees always indicate that these investments are the property of the Pension Fund;

(9) Engage one or more Investment Managers to acquire, manage, control, and dispose of any assets of the Pension Fund, including but not limited to, the right to vote any stocks, bonds, or other securities or to vote general or specific proxies;

(10) Engage an insurance company to which payments may be made and from which the benefits under the Pension Plan may be provided;

(11) Engage an individual, firm or entity to be the "Administrative Agent";

(12) Engage professionals, including actuaries, accountants, attorneys, program planners, computer technicians, investment consultant, and such others as they may consider necessary or advisable;

(13) Engage such administrative, clerical, custodian and other assistants or employees as they may consider necessary or advisable;

(14) Authorize withdrawals from the Pension Fund by check, draft, voucher, in the manner prescribed in Section 3 below;

(15) Vote in person or by proxy or otherwise upon any securities held by the Trustees and exercise by power of attorney or in any other manner any right pertaining to securities or other property held by them including delegating such proxy voting power to Investment Manager(s);

(16) Consent to, participate in, or oppose the reorganization, consolidation, merger, dissolution, or financial readjustment of any corporation, company, or association, whose securities they may hold; or do any act with respect to the same they may consider necessary or advisable;

(17) Borrow or loan such sums as they may consider necessary or advisable, and for that purpose they may mortgage or pledge any part of the assets of the Pension Fund;

(18) Establish such reserve or reserves as they may consider necessary or advisable for the proper administration of the Pension Plan; and establish an escrow bank account or accounts to the extent the Trustees deem necessary in their discretion;

(19) Make, execute, and deliver as Trustees any instruments in writing necessary or advisable for the effective exercise of any of their powers, or otherwise necessary or advisable to accomplish the purposes of the Pension Fund and this Agreement and Declaration of Trust;

(20) Authorize by resolution any one or more of the Trustees to execute any notice or other instrument in writing on their behalf, and all persons, partnerships, corporations, or associations may rely on such resolution that such notice or instrument has been duly authorized and is binding on the Pension Fund and the Trustees;

(21) Demand, collect, receive, and hold (a) Contributions, (b) other Employer payments required by the Pension Plan or applicable law to be made to the Pension Fund by Employers, and (c) all other money and property to which the Pension Fund may be entitled;

(22) Audit an Employer's Contributions to the Fund;

(23) Take such steps, including the institution and prosecution of, and intervention in, any proceeding at law, in equity, or in bankruptcy, as they may consider necessary or advisable to effectuate the collection of Contributions, other payments, money or property;

(24) Delegate any ministerial or clerical duty to any agents or employees including one or more Trustees;

(25) Lease or purchase such premises, material, supplies, and equipment as they may consider necessary or advisable;

(26) Pay or contest taxes of any nature levied upon the Pension Fund;

(27) Merge the Pension Fund with any other fund established for similar purposes under terms mutually agreeable to the respective Trustees subject to the approval of the Union and a majority of the Employers and consistent with applicable law and regulations;

(28) Exercise absolute discretionary authority to determine all matters arising in the administration, interpretation, and application of the Pension Fund and any Pension Plan including all questions of coverage, eligibility, and methods of providing or arranging for benefits;

(29) Promulgate such rules and regulations necessary to the effectuation of the purposes of this Agreement and Declaration of Trust and not inconsistent with the terms hereof;

(30) Provide a procedure for establishing and carrying out a funding program consistent with the objectives of any Pension Plan adopted by the Trustees and in conformity with provisions of ERISA, as amended or as hereafter amended;

(31) Adopt a procedure to afford a reasonable opportunity to any Participant whose claim for benefits has been denied, a full and fair review of the decision denying the claim;

(32) Revise, reduce, or eliminate any benefit provided by the Pension Fund;

(33) Appoint an investment company, bank or trust company, and enter into and execute an agreement with such investment company, bank or trust company, to provide for the investment and reinvestment of the monies of the Fund for the benefit of the Fund, with such provisions incorporated in such agreements as may be deemed desirable in the Trustees' sole discretion for the proper management of the Fund, and upon such execution to convey and transfer to such bank, trust company or investment company any part of the Fund, without limiting the powers

which the Trustees may grant to such bank, trust company or investment company in such agreement to accomplish the purposes of the Fund;

(34) Deposit monies of the Fund in such banks, trust or insurance companies or other banking institutions as they may determine for that purpose, and may employ any bank, trust or insurance company as a custodian or depository of the Fund or any part thereof;

(35) Appoint a custodian of the Fund's assets;

(36) Provide, under this Agreement and Declaration of Trust and under any plan thereafter promulgated, for employees or officials connected with and/or members of the Union for whom the Union will make Contributions, subject at all times to the irreviewable discretion of the Trustees as to coverage, amount of Contributions and any and all other things or matters pertaining thereto;

(37) Do all other acts and take any other action, whether or not expressly authorized in this Trust Agreement, which they may consider necessary or advisable for the protection of the Fund and the effectuation of the purposes of this Trust Agreement.

Section 2. The Trustees may, in their sole discretion, seek judicial protection by any action or proceeding that they may consider necessary or advisable (a) to settle their accounts or (b) to obtain judicial determination or declaratory judgment as to any question of construction of any agreement or instruction as to any action thereunder. The Trustees shall be required to join as parties defendant in any such action or proceeding only the Union and the associations named in Article VI, Section 1.

Section 3. All checks, drafts, vouchers or other withdrawals of funds from the account of the Fund shall require the signature of one Union Trustee and one Employer Trustee. The Trustees shall provide for a special and/or administrative account in the name of the Fund for the payment of all routine and ordinary bills and expenses necessary to maintain current operations of the Fund from which they shall be permitted to withdraw on the signature of any two Trustees, any funds necessary to operate the normal needs and requirements of the Pension Plan. However, the Executive Director shall, at least once a month, report to the Trustees all sums deposited in or withdrawn from such special account and the manner and reasons for the disbursements.

Section 4. No Trustee, officer, agent, or representative may enter into any agreement or incur any obligation which shall in any way bind any Trustee individually, the Union, or the Employers. The Trustees may allocate fiduciary responsibilities among themselves or a committee of Trustees and designate individuals other than Trustees to carry out fiduciary responsibilities as provided in this Trust Agreement.

Section 5. If an Investment Manager or Managers has been appointed in accordance with this Trust Agreement, no Trustee shall be liable for the acts or omissions of the Investment Manager or Managers or under an obligation to invest, manage, control, or dispose of any assets of the Pension Fund which are managed and controlled by the Investment Manager(s).

Section 6. To the extent permitted by applicable law, the Trustees shall be forever released from any responsibility or liability with respect to any funds they may convey pursuant to an agreement, to any bank, trust company, or investment company appointed under this Trust Agreement.

Section 7. Any committee appointed with the approval of the Trustees shall consist of an equal number of Employer and Union Trustees. A majority of the Employer Trustee committee members and of the Union Trustee committee members shall constitute a quorum of any committee and the voting requirements set forth in Article VI of this Agreement shall apply to committee votes. A committee member may be removed by the Trustees.

Section 8. The Trustees may delegate their ministerial and clerical duties to the Administrative Agent if one has been appointed, and to any agents or employees.

Section 9. To the extent permitted by law, the Trustees may:

(a) Enter into agreements among themselves allocating the responsibilities, obligations and duties with respect to the administration of the Plan and the management and control of the Fund assets; provided, however, that the remaining Trustees shall not be liable for any loss resulting to the Fund from the acts or omissions of those Trustees accepting the allocation of such specified fiduciary responsibilities (except as may otherwise be required by ERISA);

(b) Delegate one or more of its fiduciary responsibilities to one or more committees of Trustees; provided, however, that to the extent that such responsibilities are so delegated (except as may otherwise be provided by ERISA), the remaining Trustees shall not be liable for any loss resulting to the Fund from the acts or omissions of any committee.

(c) Designate persons other than Trustees to carry out fiduciary responsibilities (other than trustee responsibilities, as defined in Section 405(c)(3) of ERISA) to the extent consistent with ERISA; provided, however, that the Trustees shall not be liable for any loss resulting to the Fund from the acts or omissions of such designated persons carrying out the fiduciary responsibilities (except as may otherwise be required by ERISA).

Section 10. The Administrative Agent may employ such ministerial and clerical services and purchase or lease such space, materials, supplies, and equipment as he or she deems expedient, necessary, or appropriate in the performance of his or her duties. The Administrative Agent shall (1) administer the office or offices of the Pension Fund, supervise, coordinate, and administer the accounting, bookkeeping, and clerical services; (2) provide for the coordination of actuarial services furnished by a consulting actuary; (3) prepare (in cooperation, when appropriate, with the consulting actuary and independent auditor, consultant, or counsel) all reports and other documents to be prepared, filed, or disseminated by or on behalf of the Pension Fund in accordance with the law; (4) assist in the collection of Contributions required to be paid to the Pension Fund by Employers; and (5) perform such other duties and furnish such other services as may be assigned, delegated, or directed or as may be contracted by or on behalf of the Trustees. The Administrative Agent shall be the custodian of all documents, books, papers, and other records of the Trustees and of the Pension Fund.

Section 11. The Administrative Agent may demand, collect, receive, and hold (1) Contributions; (2) other Employer payments required by the Plan or applicable law to be made to the Pension Fund by Employers; and (3) all other money and property to which the Trustees may be entitled.

Section 12. The Trustees shall authorize the purchase of surety fidelity bonds for themselves and all other persons who handle assets of the Pension Fund in no less an amount than may be required by law. They may also authorize the purchase of insurance for the Pension Fund, themselves collectively and individually, and for any other fiduciary employed by the Trustees to cover liability or losses occurring by a breach of fiduciary responsibility or by any act or omission of a fiduciary or on the part of any other person occupying a fiduciary position. The cost of such bonds and insurance shall be paid by the Pension Fund. Provided, however, that Trustees and other fiduciaries shall purchase additional fiduciary insurance or elimination of recourse riders to the Fund's insurance policies at their own expense.

Section 13. The Trustees shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees shall act in accordance with the documents and instruments governing the Pension Fund and the Pension Plan insofar as those documents and instruments are consistent with the law. Any matter involved in or arising under this Trust Agreement shall not be subject to the grievance or arbitration procedure established by any collective bargaining agreement; provided, however, that this provision shall not affect the rights and liabilities of any parties to those collective bargaining agreements; and further provided that the collection or provision of records relating to Contributions which may be required under this Trust Agreement or collective bargaining agreement shall be subject to the grievance or arbitration procedure established by any collective bargaining agreement.

Section 14. When it is prudent and in the Participants' interest, the Trustees may: (1) forego the collection of liability if it is apparent that the costs involved would exceed the amount likely to be recovered; (2) cooperate with an Employer's other creditors in a contractual or court-supervised renegotiation of the Employer's indebtedness; (3) make any other practical collection decisions that are consistent with the Trustees' fiduciary duties and characteristic of a responsible creditor concerned with maximizing its recovery net of costs. Further, whenever the Trustees decide to compromise or settle any matter, the Administrative

Agent may execute on behalf of the Trustees all documents that the Pension Fund's counsel determines are necessary to implement the compromise or settlement.

Section 15. The Trustees shall have the sole discretion to adjust, compromise, settle, or submit to litigation and/or arbitration any claim or controversy by or against the Pension Fund or by or against the Trustees individually or collectively in such manner as they consider prudent and to commence and defend suits or legal proceedings and to represent the Fund or the Trustees individually or collectively in all suits and proceedings.

In any dispute between an Employer who participates or has participated in the Fund and the Fund over a determination made by the Fund under Section 4201 through 4219 of ERISA, as amended, the matter shall be submitted to final and binding arbitration under either the Multiemployer Pension Plan Arbitration Rules of the American Arbitration Association, the rules of any such similar organization or as otherwise provided by applicable law or regulations.

Section 16. The Trustees may, in their sole discretion, seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, or to obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or instruction as to action thereunder.

Section 17. The Trustees' costs and expenses of any action, suit, or proceeding brought by the Trustees or against the Trustees or any of them (including counsel fees and costs) shall be paid from the Pension Fund to the extent permitted by law, except in any action, suit, or proceeding in which it is adjudged that the Trustee committed a breach of his or her fiduciary duties. This provision shall apply to counsel fees incurred to resolve Trustee deadlocks in accordance with Article VI, Section 9.

Section 18. Neither the Trustees nor any agent or representative appointed or elected by them shall have any power or authority to enter into any agreement or incur any obligation as herein provided which shall in any way bind any of the Trustees, individually, or the Union, or the individual Employers, but their power shall be limited to obligations and agreements binding upon the Trust herein.

ARTICLE VIII

PENSION PLAN

Section 1. The Trustees shall formulate, adopt, amend, and administer a Pension Plan for the payment of such benefits for Participants and Beneficiaries, as they deem advisable. The Trustees shall also have the authority to amend, improve, revise, reduce or eliminate any benefit provided by the Pension Fund provided that such amendment complies with ERISA, the Code and all applicable Federal statutes and regulations. Additionally, the Trustees may amend the Plan, in the future, or retroactively, when they consider the same advisable. The Plan amendments shall at all times comply with the applicable sections of ERISA, the Code, all applicable Federal statutes and regulations, and the purposes set forth in this Trust Agreement.

Section 2. The Trustees shall not be obligated to pay any benefit if the payment of the benefit would result in loss of the Pension Fund's tax-exempt status under the Code, or any applicable regulations or rulings. The Trustees shall draft procedures, regulations, and conditions for the operation of the Pension Plan, including conditions of eligibility for Participants and Beneficiaries, procedures for claiming benefits, schedules of type and amount of benefits to be paid, and procedures for the distribution of benefits.

The Trustees may also provide that benefit payments may be provided by the purchase of an annuity under a Group Annuity Contract issued to the Trustees. Such Group

Annuity Contract shall contain such provisions, options and settlements as the Trustees may determine.

Section 3. The Trustees shall establish standards for vesting of pension benefits which conform to no less than the minimum standards required by law. No Participant, Beneficiary, employee or other person shall have any vested interest or right in the Fund except as provided by the Trustees in conformity with the law.

Section 4. The Trustees may also provide for the payment of partial pensions, and may enter (i) into agreements with other trustees of pension plans which conform to the applicable sections of the then applicable Internal Revenue Code for purposes of tax deductions, for the reciprocal recognition of service credits and payments of pension benefits based upon such service credits, and (ii) receive payments from other pension plans and/or make payments to other pension plans pursuant to such agreements.

ARTICLE IX

ACCOUNTS AND RECORDS

Section 1. The Trustees shall maintain accounts showing the fiscal transactions of the Pension Fund, which shall be open to the inspection of each of the Trustees at all times, and shall keep, in convenient form, such data as may be necessary for actuarial valuations of the assets and determination of liabilities of the Pension Fund. The Trustees shall prepare an annual report showing a reasonable summary of the assets and liabilities of the Pension Fund and giving a brief account of the operation of the Pension Fund for the past year and such further information as may be required.

Section 2. The Trustees shall cause the Pension Fund to be audited at least once a year by an independent Certified Public Accountant and the statement of the results of the audit shall be available for inspection by the Union, the Employers and Participants at the office of the Pension Fund, which shall be the situs of the trust, or any other site as required by law.

Section 3. The Trustees shall prepare, sign, and furnish such statements, reports, and information, as required by law.

Section 4. The Trustees, to the extent permitted by law, may rely upon all tables, valuations, certificates, and reports furnished by any actuary, upon all certificates and reports made by any accountant, upon all opinions given by any legal counsel selected or approved by the Trustees, and upon any advice given by any other consultant retained by the Trustees for the Fund. To the extent permitted by law, the Trustees shall be fully protected in respect of any action taken or suffered by them in good faith in reliance upon any such tables, valuations, certificates, reports, opinions, or other advice of any actuary, accountant, counsel, or consultant. All action so taken or suffered shall be conclusive upon each Trustee and upon the Union, Employers, Participants, and Beneficiaries.

Section 5. The Trustees, to the extent permitted by law, shall incur no liability in any action taken by them in reliance upon any instrument, application, notice, request, signed letter, telegram, or other document believed by them to be genuine and to be signed or presented by the proper person(s), and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writings, but may accept the same as conclusive evidence of the truth and accuracy of the statement therein contained.

Section 6. Any Trustee, to the extent permitted by law, may rely upon any facts appearing in the records of the Trustees or the Pension Fund, any instrument on file with the Pension Fund, with the Union or with the Employers, any facts certified to the Pension Fund by the Union or the Employers, and any facts contained in a public record.

Section 7. Every instrument executed by the Trustees shall be conclusive evidence in favor of every person, partnership, corporation or association relying on the instrument that: (1) when the instrument was delivered, this Trust Agreement was in full force; (2) the instrument was executed in accordance with this Trust Agreement; and (3) the Trustees were duly authorized to execute such instrument.

Section 8. In any controversy, claim, demand, suit at law, or other proceeding between the Trustees and any Participant, Beneficiary, or any other person, the Trustees may rely on: (1) any facts appearing in the records of the Trustees, the Union, or the Employers; (2) any facts certified to the Trustees by the Union or by an Employer; and (3) any facts of public record.

ARTICLE X

LIMITATIONS ON COMPENSATION

The Trustees who are full time employees of an Employer or the Union shall not receive compensation for the performance of their duties as Trustees, but may be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties, including attendance at meetings and other functions of the Trustees or its committees or at institutes, seminars, conferences, or workshops on behalf of the Pension Fund upon submission of such vouchers as may be required and approved by the Trustees.

ARTICLE XI

TAX EXEMPT STATUS

This Trust Agreement is entered into and Contributions are being made upon the condition and understanding of the Employers and the Union that all Contributions made by an Employer to the Pension Fund are legally deductible by the Employer for Federal income tax purposes and that these Contributions are not taxable to the Participants under the provisions of the Code. The Trustees shall take no action which would cause Contributions made by an

Employer not to be legally deductible by the Employer for Federal income tax purposes or to be taxable to the Participants, and the Trustees will take such affirmative action as is necessary to maintain the tax status of these Contributions. In addition, the Pension Fund is intended to be a tax exempt organization under the Code. The Trustees shall take no action which would cause the Pension Fund to lose the tax-exempt status, and shall take such affirmative action as is necessary to maintain the tax-exempt status of the Pension Fund.

ARTICLE XII

RIGHTS OF PARTIES

Section 1. No Employer, Union, Participant, or Beneficiary shall have (1) any right, title, or interest in or to the Pension Fund or any funds or other property of the Pension Fund, except as specifically provided by the Pension Plan and the applicable rules and regulations thereunder; (2) any right to examine any books, records, or accounts of the Trustees or of the Pension Fund; or (3) any right to demand any accounting, except as specifically permitted by the Trustees or required by law.

Section 2. There shall be no pro-rata or other distribution of any assets of the Pension Fund as a result of any Union, Employer, or group of Employers, Participants, or Beneficiaries ceasing participation in the Pension Fund for any purpose or reason except as required by law.

Section 3. The Trustees shall not be bound by any notice, direction, requisition, advice, or request, unless it shall have been received by the Trustees at the principal place of business of the Pension Fund.

Section 4. Unless provided by law, all benefits shall be free from the interference and control of any creditor, and except as otherwise provided by ERISA or the Code, no benefits shall be subject to any assignment, seizure, or sale under any legal, equitable, or any other process. If a claim or benefit shall or may, because of any debt incurred by or resulting from any other claim or liability against any Participant or Beneficiary, by any sale, assignment, transfer, encumbrance, anticipation, or other disposition made or attempted by the Participant or Beneficiary, or by reason of any seizure or sale under any legal, equitable, or other process, or in any suit or proceeding, become payable to any person other than the Participant or Beneficiary for whom it is intended, the Trustees may withhold, consistent with applicable law, payment of the benefit to the Participant or Beneficiary until the sale, assignment, transfer, encumbrance, anticipation, or other disposition, writ, or legal process is cancelled or withdrawn in a manner satisfactory to the Trustees.

Section 5. All questions or controversies, arising in any manner or between any parties or persons in connection with the Pension Fund or its operation, whether as to: (1) any claim for any benefits by any Participant, Beneficiary, or any other person; (2) the construction of the language or meaning of the by-laws, rules, and regulations adopted by the Trustees or this instrument; or (3) any writing, decision, instrument, or account in connection with the operation of the Pension Fund or otherwise, shall be submitted to the Trustees, or in the case of questions related to claims for benefits, to an Appeals Committee, if one has been appointed. The Trustees or Appeals Committee shall have complete discretionary authority to decide such matters. The decisions of the Trustees or Appeals Committee shall be binding upon all persons dealing with the Pension Fund or claiming benefits, subject to the provisions of this Article and shall be given deference in any arbital or judicial appeal of the decision. In any such appeal, the Trustees' or Appeals Committee's decision may be overturned only if their interpretation of the Plan or Trust Agreement was arbitrary and capricious or if the Trustees' or Appeals Committee's decision was otherwise arbitrary and capricious.

Section 6. If any question or dispute arises concerning the proper person or persons to whom payments shall be made, the Trustees may withhold payment until the question or dispute is adjudicated satisfactorily in the Trustees' sole discretion, or until the Trustees shall have been protected against loss by means of such indemnification agreement or bond as they, in their sole discretion, determine to be adequate.

Section 7. Notice of any claim, dispute, or controversy against the Trustees or any of them must be given in writing, by certified mail, addressed to the Trustees at the office of the Pension Fund. Any notice must set forth the nature of the claim, dispute, or controversy.

ARTICLE XIII

DURATION AND TERMINATION OF THE TRUST

Section 1. The Pension Fund shall continue indefinitely, as long as an Employer remains unless the Pension Fund is terminated under sections 2 or 3 of this Article XIII.

Section 2. The Trustees may terminate the Pension Fund upon written notice to the Employers.

Section 3. The Pension Fund will be deemed terminated if no Employer participates.

Section 4. Upon termination, all funds, securities, notes, valuables, and property in the possession of the Trustees and held or owned by them under this Trust Agreement shall be allocated as provided by the Pension Plan(s) or as required by law. Upon liquidation of the Fund, the Trustees shall apply the assets which are available to provide benefits, in such a manner that the right of each Participant and Beneficiary to benefits accrued to the date of such termination or liquidation, to the extent such benefits have been actuarially funded, shall be nonforfeitable and the funds held in trust shall be allocated in a manner approved by the Internal Revenue Service in accordance with the provisions of and regulations issued under ERISA.

No part of the corpus or income of said Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Participants and their Beneficiaries, or the administrative expenses of the Fund or for other payments in accordance with the provisions of the Fund. The Trustees, each of them, and their heirs, executors, assigns, and legal representatives to the extent that they have an interest in the corpus of this Pension Fund, shall execute such documents, deeds, assignments, or other indicia of title as may be necessary and proper to effectuate the transfer and termination. The Trustees shall then be held harmless for any further obligation of the Pension Fund, of any further duties as Trustees, and the obligation and debts of the Pension Fund shall not be considered or become a personal obligation of the Trustees or of the parties who originally designated the Trustees to act in that capacity.

Section 5. In terminating the Pension Fund, the Trustees may reserve from the Pension Fund an amount of assets they consider necessary or advisable to provide for payment of: (1) their expenses or the expenses of the Pension Fund then or thereafter due and payable; (2) any compensation then or thereafter due or payable for services rendered to the Pension Fund or the Trustees; and (3) any sums then or thereafter chargeable against the Pension Fund or the Trustees for which the Pension Fund or the Trustees may be liable. In no event shall termination result in the return or diversion of any part of the fund to any of the Contributing Employers or the Union.

ARTICLE XIV

EXECUTION, INTERPRETATION AND AMENDMENTS

Section 1. This Trust Agreement may be executed in one or more counterparts. Each duplicate original executed by the Trustees may be considered as the original

Trust Agreement, and the signature of a party on any counterpart shall be sufficient evidence of his or her execution of the Trust Agreement.

Section 2. This Trust Agreement shall be liberally construed to promote and effectuate the establishment and operation of the Pension Fund. To the full extent permitted by ERISA and the Internal Revenue Code, the Trustees shall have the exclusive right, power and authority, in their sole and absolute discretion:

(a) To administer, apply, construe and interpret the Trust Agreement and Plan and any related Plan documents;

(b) To decide all matters arising in connection with entitlement to benefits, the nature, type, form, amount and duration of benefits and the operation or administration of the Plan;

(c) To make all factual determinations required to administer, apply, construe and interpret the Plan (and all related Plan documents).

Without limiting the generality of the statements above, the Trustees shall have the ultimate discretionary authority to:

(1) Determine whether any individual is eligible for any benefits under the Plan;

(2) Determine the amount of benefits, if any, an individual is entitled to under the Plan;

(3) Interpret all of the provisions of the Plan (and all related Plan documents);

(4) Interpret all of the terms used in the Plan;

(5) Formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms;

(6) Decide questions, including legal or factual questions, relating to the eligibility for, or calculation and payment of, benefits under the Plan;

(7) Resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other related Plan documents; and

(8) Process and approve or deny benefit claims and rule on any benefit exclusions.

All determinations made by the Trustees (or any duly authorized designee thereof) with respect to any matter arising under the Plan and any other Plan documents shall be final and binding upon the Union, Employers, Participants, Beneficiaries and all other parties.

The Trustees' benefit eligibility decisions and their interpretation of the terms of the Plan and Trust Agreement shall be given deference in any arbital or judicial appeal of the decision. In any appeal of benefit determinations, in arbitration or otherwise, the Trustees' decision may be overturned only if the Trustees interpretation of the Plan or Trust Agreement's terms was otherwise arbitrary and capricious.

Section 3. The Pension Fund is created and accepted in the State of New York and all questions pertaining to the validity or construction of this instrument and of the acts and transactions of the parties shall be determined in accordance with the laws of the State of New York except to the extent superseded or preempted by Federal law, including ERISA and the Internal Revenue Code.

Section 4. If, for any reason, any provision of this Agreement shall be, is, or is hereafter determined by decision, act or regulation of a duly constituted body or authority, to be in any respect invalid, it shall not nullify any of the other terms and provisions of this Agreement, and, in such respect or respects as it may be necessary to conform this Agreement with the applicable provision of law in order to prevent the invalidity of such provision or provisions, then the said provision or provisions shall be deemed automatically amended to conform with such rule, law, regulation, act or decision, and the Union and the Employer, parties to this Agreement, shall, in such case, meet and take the necessary and appropriate action, at a duly constituted meeting, to formally adopt and ratify such amendment or amendments to this Agreement and they shall be deemed included herein as though originally contained in and a part of this Agreement from its inception. If subsequently, that provision no longer conflicts with the law, that provision shall be restored in full as originally embodied in this Trust Agreement.

Section 5. The provisions of this Trust Agreement may be altered or amended at any time by an instrument in writing approved by and executed by a vote of the Trustees in accord with Article VI, provided (1) the amendment complies with applicable law and the purpose of the Pension Fund and (2) no amendment diverts any of the corpus of the trust from the purposes of the Pension Fund.

Section 6. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Agreement in the singular form they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this.

IN WITNESS WHEREOF, the Trustees have executed this Agreement and Declaration of Trust to evidence their agreement to be bound by the terms of this instrument.

Dated: July 1, 2004

The District Council for New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America

By: ______________________

EMPLOYER:

By: ______________________

UNION TRUSTEES

EMPLOYER TRUSTEES

FIRST AMENDMENT TO THE
AMENDED AGREEMENT AND DECLARATION OF TRUST
NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND

WHEREAS, the Board of Trustees (the "Trustees") of the New York City District Council of Carpenters Pension Fund (the "Fund") adopted an Amended Agreement and Declaration of Trust effective as of July 1, 2004 (the "Trust Agreement");

WHEREAS, Article XIV of the Trust Agreement provides that the Trustees may amend the Trust Agreement at any time by an instrument in writing approved by and executed by a vote of the Trustees in accordance with Article VI of the Trust Agreement;

WHEREAS, the Trustees now desire to amend the Trust Agreement as hereinafter set forth; and

WHEREAS, the Trust Agreement, as presently constituted, shall remain in full force and effect insofar as all of its provisions are concerned, except as hereinafter amended effective as of June 15, 2006.

NOW THEREFORE, the Trust Agreement shall be, and the same hereby is, amended in the respects hereinafter set forth:

1. Section 8 of Article I is hereby amended by renumbering subsection 8(c) as subsection 8(d) and inserting the following new subsection 8(c): "(c) the term "Independent Trustee" shall mean a Trustee appointed in accordance with Section 17 of Article VI;"

2. Section 8 of Article VI is hereby amended by deleting the last sentence of the Section and restating the sentence as follows: "Subject to Section 17 of this Article VI, no action shall be taken by the Trustees except by vote of two to zero."

3. Article VI is hereby amended by adding the following new Section 17 to the end of the Article thereof:

Section 17. Notwithstanding anything in this Agreement to the contrary, if all of the Union and Employer Trustees recuse themselves from acting on a matter, and there are insufficient Union and Employer Trustees to satisfy the voting requirements of Article VI, the Union and Employer Trustees shall appoint an Independent Trustee.

(a) Upon acceptance in writing of the terms of this Agreement, such Independent Trustee shall have the full power to act on behalf of the Board of Trustees of the Fund with respect only to the matter for which the Independent Trustee was appointed, and shall be vested with the rights, powers and duties of a Trustee with respect to such matter. The Independent Trustee shall memorialize his/her action(s) in writing, and such action shall be final and binding.

(b) Subject to Article X, the Fund shall compensate the Independent Trustee for the performance of his/her duties as Independent Trustee.

4. Section 1(27) of Article VII is hereby amended by deleting the section and restating it as follows:

(27) Merge the Pension Fund with any other fund established for similar purposes under terms mutually agreeable to the respective Trustees and consistent with applicable law and regulations;

IN WITNESS WHEREOF, the Trustees have formally adopted this amendment to the Trust Agreement as of this ____ day of________________, 2006.

UNION TRUSTEES	EMPLOYER TRUSTEES
______________________	______________________
______________________	______________________
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SECOND AMENDMENT TO THE AMENDED AGREEMENT AND DECLARATION OF TRUST NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND

WHEREAS, the Board of Trustees (the "Trustees") of the New York City District Council of Carpenters Pension Fund (the "Fund") adopted an Amended Agreement and Declaration of Trust effective as of July 1, 2004 (the "Trust Agreement");

WHEREAS, Article XIV of the Trust Agreement provides that the Trustees may amend the Trust Agreement at any time by an instrument in writing approved by and executed by a vote of the Trustees in accordance with Article VI of the Trust Agreement;

WHEREAS, the Trustees now desire to amend the Trust Agreement as hereinafter set forth; and

WHEREAS, the Trust Agreement, as presently constituted, shall remain in full force and effect insofar as all of its provisions are concerned, except as hereinafter amended effective as of _______________, 2007.

NOW THEREFORE, the Trust Agreement shall be, and the same hereby is, amended in the respects hereinafter set forth:

1. Section 4 of Article IV is hereby amended by adding the following new sentence to the end thereof:

> Notwithstanding the foregoing, the Trustees, in their discretion, may designate a firm that is not a certified public accounting firm to be a Payroll Auditing Firm for the purposes of this Section 4.

IN WITNESS WHEREOF, the Trustees have formally adopted this amendment to the Trust Agreement as of this ____ day of______________, 2007.

UNION TRUSTEES	**EMPLOYER TRUSTEES**
______________________	______________________
______________________	______________________
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THIRD AMENDMENT TO THE AMENDED AGREEMENT AND DECLARATION OF TRUST NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND

WHEREAS, the Board of Trustees (the "Trustees") of the New York City District Council of Carpenters Pension Fund (the "Fund") adopted an Amended Agreement and Declaration of Trust effective as of July 1, 2004 (the "Trust Agreement");

WHEREAS, Article XIV of the Trust Agreement provides that the Trustees may amend the Trust Agreement at any time by an instrument in writing approved by and executed by a vote of the Trustees in accordance with Article VI of the Trust Agreement;

WHEREAS, the Trustees now desire to amend the Trust Agreement as hereinafter set forth; and

WHEREAS, the Trust Agreement, as presently constituted, shall remain in full force and effect insofar as all of its provisions are concerned, except as hereinafter amended effective as of March 22, 2007.

NOW THEREFORE, the Trust Agreement shall be, and the same hereby is, amended in the respects hereinafter set forth:

1. Article V is hereby amended by deleting the title and restating the title as follows: "DEFAULT BY AN EMPLOYER AND FUND ASSETS."
2. Article V is herby amended by adding the following new section 6:

Section 6. The assets of the Fund consist of: (a) the sums of money that have been or will be paid or which are due and owing to the Fund by the Employers as required by the applicable collective bargaining agreement, participation agreement or memorandum of agreement, (b) all investments made therewith, the proceeds thereof and the income therefrom, (c) all other contributions and payments to or due and owing to the Fund from any source to the extent permitted by law and (d) supplies, property and other assets used by the Trustees in the administration of the Fund.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Trustees have formally adopted this amendment to the Trust Agreement as of this 22nd day of March, 2007.

UNION TRUSTEES	**EMPLOYER TRUSTEES**
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________

FOURTH AMENDMENT TO THE AMENDED AGREEMENT AND DECLARATION OF TRUST NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND

WHEREAS, the Board of Trustees (the "Trustees") of the New York City District Council of Carpenters Pension Fund (the "Fund") adopted an Amended Agreement and Declaration of Trust effective as of July 1, 2004 (the "Trust Agreement");

WHEREAS, Article XIV of the Trust Agreement provides that the Trustees may amend the Trust Agreement at any time by an instrument in writing approved by and executed by a vote of the Trustees in accordance with Article VI of the Trust Agreement;

WHEREAS, the Trustees now desire to amend the Trust Agreement as hereinafter set forth; and

WHEREAS, the Trust Agreement, as presently constituted, shall remain in full force and effect insofar as all of its provisions are concerned, except as hereinafter amended effective as of May 17, 2007.

NOW THEREFORE, the Trust Agreement shall be, and the same hereby is, amended in the respects hereinafter set forth:

4. Section 1(28) of Article VII is hereby amended by inserting the following new section, and renumbering the following sections accordingly:

(28) Transfer assets and liabilities attributable to Participants and beneficiaries from the Pension Fund to another pension fund, in accordance with the asset transfer rules adopted by the Trustees;

IN WITNESS WHEREOF, the Trustees have formally adopted this amendment to the Trust Agreement as of this 17th day of May, 2007.

UNION TRUSTEES	**EMPLOYER TRUSTEES**
[signature]	[signature]
[signature]	[signature]
[signature]	[signature]
[signature]	[signature]
[signature]	[signature]
[signature]	

Exhibit "D"

REVISED STATEMENT OF POLICY FOR COLLECTION OF EMPLOYER CONTRIBUTIONS

The Board of Trustees of the New York City District Council of Carpenters Pension Fund, New York City District Council of Carpenters Welfare Fund, New York City District Council of Carpenters Annuity Fund and New York City District Council of Carpenters Apprenticeship, Journeyman Retraining, Educational and Industry Fund (collectively, the "Funds") hereby adopts the following revised policy ("Policy") for the collection of employer contributions on this 20th day of March 2014.

SECTION I
General Policy

It is the policy of the Funds to make such reasonable, diligent and systematic efforts as are appropriate under the circumstances to collect all employer contributions when they are due and payable. The procedures set forth in this Policy shall be followed unless the Board of Trustees or the Delinquency Committee determines, in its sole and absolute discretion, that it is appropriate to follow different procedures based on the facts and circumstances of a particular case. The Board of Trustees hereby delegates to the Delinquency Committee all of the authority vested in the Board of Trustees that relates to the subject matter of this Policy.

SECTION II
General Collection Procedures

In accordance with the Employee Retirement Income Security Act of 1974, the Trust Agreements, and this Policy, the Fund Office shall take the following steps to effectuate the collection of delinquent contributions.

1. If the applicable collective bargaining agreement sets a contribution due date, then such due date specified in the collective bargaining agreement shall be the due date of contributions. If the applicable collective bargaining agreement does not specify a due date, then contributions are due seven (7) calendar days after the end of each pay period.

2. Employers shall submit contributions by electronically providing to a payroll firm designated by the Trustees, via the Internet or via other technology approved by the Trustees, a remittance report of the total hours of covered work performed by all employees of the employer in the contribution period and authorization for the computerized payroll firm to debit via electronic transfer the employer's designated bank account by the contribution amount corresponding to the reported hours worked. Employers also may submit contributions by timely delivering a corporate check or money order accompanied by a complete remittance report directly to the Fund Office. Contributions shall not be regarded as having been made timely unless accompanied by a complete remittance report of hours worked supporting such contributions. Employers making contributions on behalf of non-bargaining unit employees must enroll in the Funds all of such employers' Principal-Owner/Non-Classified Worker Employees. It is intended that the employer's Principal-Owner/Non-Classified Worker Employees shall continue to participate in the Funds indefinitely. Notwithstanding the preceding sentence, participation in the Funds shall be irrevocable by the employer during the term of the

collective bargaining agreement between the employer and the New York City District Council of Carpenters (the "District Council") governing the participation of the employer's bargaining unit employees in the Funds. If an employer has enrolled its Principal-Owners in the Funds, then contributions by such employer with respect to Principal-Owners shall be for an average of at least 28 hours per week. If any employer has enrolled its Non-Classified Workers in the Funds, then such employer shall make contributions to the Funds on behalf of such Non-Classified Workers for an average of at least the same number of hours per week as the employer is required to contribute on behalf of employees of the employer covered by a collective bargaining agreement.

3. A "delinquency" or "delinquent contribution" consists of failure to submit a remittance report, failure to report on all hours for all participating employees of the employer in the contribution period, failure to make full contributions or other payments as required on time, or failure to pay payroll review and/or audit amounts and payroll review and/or audit fees and other costs and damages as determined by the Funds' outside accounting firms (the "Outside Accounting Firms"). Once the Fund Office determines that an employer is delinquent beyond the applicable Grace Period (as set forth in Section V), the employer is scheduled for audit and the District Council is informed of the delinquency.

4. If there is a dispute as to the proper amount owed by the employer for current contributions, the employer shall pay the undisputed amount immediately. Any disputed amounts will be resolved pursuant to the policies contained herein.

5. The Fund Office shall maintain copies of all collective bargaining agreements and other agreements requiring an employer to contribute to the Funds, all remittance reports submitted by contributing employers and all rate sheets and other documents establishing contribution rates, and shall make available all such records for viewing by the Trustees.

6. The Fund Office shall take the following actions with respect to delinquent employers:

a) If the full contributions and remittance report of an employer are not received by the date on which the contributions were due, the Fund Office shall send a notice of delinquency to the employer requesting immediate payment of the delinquent contributions plus interest thereon. The notice also shall inform the delinquent employer that, unless the full amount due is received by the end of the applicable "Grace Period" (as set forth in Section V), the information concerning the delinquency shall be referred to the District Council, the employer shall be scheduled for audit, and the matter shall be referred to the Funds' Collection Counsel for collection (as set forth in Section VI). The notice shall further advise the employer that contributions and supporting remittance report(s) must be received by that date if it wishes to avoid the imposition of delinquency assessment (as set forth in Section V).

b) If an employer is subject to a Payment Plan (as set forth in Section VII) due to a prior delinquency and fails to make the required installment payments in the time and manner prescribed by the Payment Plan, or fails to remain current on all required contributions, the Fund Office shall immediately send a notice of delinquency to the employer. The notice shall demand payment within 24 hours of all delinquent installment payments and/or contributions plus interest and inform the delinquent employer that, unless the full amount due is received within 24 hours, the debt will be accelerated and due in full, and the matter will be referred to the Funds' Collection Counsel for collection. The notice shall further advise the employer that contributions and supporting report(s) must be received within 24 hours to avoid the imposition of delinquency assessment and any other charges that may have been suspended.

c) The Trustees, the Delinquency Committee, or the Fund Office at any time may refer a matter to the Funds' Collection Counsel more quickly than the time prescribed in this Policy if circumstances indicate that earlier referral is appropriate.

7. Upon receipt of the delinquency notice, the employer shall be required to provide a listing of all job sites to the Funds. During the period of any alleged delinquency, the employer shall have a continuing obligation to notify the Funds of any additional job sites or any changes in this required information. Weekly remittance reports shall be submitted to the attention of the Fund Office whether work is performed that week or not. The failure of an employer to provide information requested by the Funds or the providing of inaccurate or incomplete information shall constitute a violation of this Policy. The Fund Office shall take any action that may be reasonably required to ensure collection of contributions due. These actions include but are not limited to locating all jobs and obtaining job breakdowns of unpaid hours, contacting employees, requesting check stubs and job locations, visiting job sites, and estimating hours and the corresponding delinquencies based on available information.

8. If an employer believes it has overpaid contributions, by mistake of fact or law, the employer shall bring the matter to the attention of the Fund Office. The Delinquency Committee shall consider the matter under Section VIII of this Policy.

9. An employer's failure to cooperate with the Funds at any step in the collections process, or an employer's violation of the provisions of this Policy, including the refusal to respond to information and other requests issued pursuant to this Policy, may result in the Funds' foregoing the procedures outlined herein in favor of immediate legal, criminal, or other action, including, but not limited to, the Funds' seizing any bond or other security posted by the employer. The Funds may also forego the administrative procedures in the sole discretion of the Delinquency Committee if circumstances indicate that it is appropriate to do so.

10. If an employer, or any related, affiliated, or subsidiary company (or principal, shareholder, officer, or director thereof) has a pattern or record of delinquency, the Funds may immediately pursue an action to collect.

SECTION III
Bonding or Security Arrangements

As a condition to participating in the Funds, and in accordance with the applicable collective bargaining agreements or any other agreements under which employers contribute to the Funds, all contributing employers must post with the Fund Office a surety bond providing bonding protection to the Funds in an amount equal to sixty (60) days of estimated contributions. The Fund Office shall determine the amount of bonding required. The amount of the bond shall be subject to increase or decrease depending on a particular job or period and/or the contributing employer's past record of delinquency. The Delinquency Committee may establish security requirements for employers that are unable to post the required bond. These alternate security arrangements may include requiring the employer to contribute to an escrow account established by the Fund Office an amount equal to sixty (60) days of estimated contributions. Notwithstanding anything in this Policy to the contrary, the Funds shall adhere to any provision in an applicable collective bargaining agreement that expressly states that no bond is required.

SECTION IV
Payroll Reviews and Audits

1. The Outside Accounting Firms engaged by the Funds shall periodically review and/or audit the books and records of all of the employers bound by or signatory to a collective bargaining agreement with the District Council or any other agreements under which they are obligated to contribute to the Funds. The purposes of the employer payroll reviews and audits are to determine whether or not the employer has complied with its obligation to pay timely contributions to the Funds and to encourage timely and accurate payment of contributions owed to the Funds.

2. The Delinquency Committee and/or the Fund Office shall determine the frequency of the payroll reviews and/or audits. The Delinquency Committee and/or the Fund Office may determine that particular employers or groups of employers are to be audited more frequently than others if circumstances indicate that it is appropriate to do so. The Delinquency Committee and/or the Fund Office may expand the scope of a particular payroll review and/or audit to cover a longer period of time if circumstances indicate that it is appropriate to do so.

3. The right of the Funds to conduct a review of an employer's records shall survive the termination of an employer's collective bargaining agreement, any other written agreement under which the employer is obligated to contribute to the Funds, or any bankruptcy or insolvency proceeding.

4. The Fund Office or Outside Accounting Firms shall forward a letter to the employer advising it of the impending review and/or audit. The Outside Accounting Firms shall schedule the payroll review and/or audit with the employer, who shall make available to the Outside Accounting Firms all books and records which the Outside Accounting Firms determine are required. Such records may include payroll ledgers; individual earnings records of all employees; the employer's general ledgers; the employer's contracts with subcontractors; invoices; canceled checks; certificates of insurance; bills of lading; journals; remittance reports submitted to any Taft-Hartley benefit fund; final tax forms including but not limited to Forms W-

2, Forms 1099, quarterly state payroll tax returns, and annual federal and state tax returns; certified payroll(s); expense vouchers; cash disbursements; check register; evidence of unemployment insurance contributions; disability insurance payments; certification of workers compensation coverage; corporate dissolution papers; proof of coverage on company's medical and/or retirement plan; and check stubs, time cards or such additional books or records of the employer that the Funds' Outside Accounting Firms, in their professional judgment, deem necessary to enable them to give an opinion that the contributions have been made timely and accurately. Such records shall also include all of the aforementioned records of any other business entity which is affiliated with the employer and has employed persons who have performed the same or similar type of work as the employees of the employer, or which is part of a group of trades or businesses "under common control" as that term is used in 29 U.S.C. § 1301(b)(1), whenever the Delinquency Committee or Board of Trustees determines that such an examination is advisable in connection with the administration of the Funds. Upon request, the employer shall forward the pertinent records to the Outside Accounting Firms or make the records available to the Outside Accounting Firms for inspection at a location in the New York Metropolitan Area. Upon request, the employer shall forward the pertinent records to the Outside Accounting Firms or make the records available to the Outside Accounting Firms for inspection at a location within the geographical territory of the District Council. If an employer maintains its books and records outside the geographical territory of the District Council and refuses to or cannot make such books and records available for inspection within the geographical territory of the District Council, then the employer must reimburse the Funds for all fees and expenses incurred by the Funds in connection with the auditors' travel to the location at which the records are produced for inspection, regardless of whether the audit reveals a delinquency.

5. Sufficient records of the type described in this Section for the Outside Accounting Firms to determine the employer's compliance with its obligation to pay timely fringe benefit contributions to the Funds shall be retained by the employer for six (6) years, even if such records are from a time period for which a review or audit has already been performed. If the employer fails to keep sufficient and complete records such that the Outside Accounting Firm is unable to determine the employer's compliance with its obligation to the Funds, or if such records are lost or destroyed, then the burden will be on the employer to prove that contributions are not due and owing for all employees working during the time period under review and/or the amount of any delinquent contributions may be estimated in accordance with paragraph 11 of this Section and/or paragraph 7 of Section II.

6. When a payroll review and/or audit of an employer is conducted and the payroll review and/or audit discloses an underpayment, the representative of the Outside Accounting Firm performing the audit shall, prior to departing, attempt to meet with an appropriate representative of the employer for the purpose of explaining the underpayment. When a payroll review and/or audit of an employer is conducted at the offices of the Outside Accounting Firm and the payroll review and/or audit discloses an underpayment, the representative of the Outside Accounting Firm performing the audit shall attempt to contact an appropriate representative of the employer for the purpose of explaining the underpayment.

7. When a payroll review and/or audit of an employer is conducted and the payroll review and/or audit discloses an underpayment, the Outside Accounting Firms shall provide the

Fund Office with a bill of delinquency, which shall include the amount of the delinquency, the interest owed, the delinquency assessment, and the cost of the payroll review and/or audit. The amount of the underpayment shall be determined without regard to any *de minimis* discrepancies between shop steward reports and the employer's internal payroll records. The classification of discrepancies as *de minimis* shall be in accordance with guidelines prescribed by the Trustees or the Delinquency Committee from time to time. The Fund Office shall send by regular mail a letter with the bill of delinquency to the employer advising of the underpayment and requesting the employer to make payment of the underpayment, interest and costs of collection within fourteen (14) days of the date of the letter. If the employer challenges the outcome of the payroll review and/or audit, the employer shall be permitted to submit to the Outside Accounting Firms additional documentation supporting its challenge within the fourteen (14) day period. The employer will be informed of any resulting adjustments.

8. The employer shall be required to pay the cost of a payroll review and/or audit if the payroll review and/or audit discloses an underpayment of contributions to the Funds totaling at least two (2) percent of the employer's total payroll for covered employees for the payroll review and/or audit period at issue, or an underpayment of contributions totaling at least $10,000, whichever is less. However, whenever the collection of underpayments found in a payroll review and/or audit proceeds to arbitration or litigation, the employer shall pay all payroll review and/or audit costs without regard to the preceding sentence.

9. In the event the employer is unable to pay the full amount of the delinquency, interest and collection costs, the employer may meet with the Fund Office to discuss a Payment Plan, as described in Section VII.

10. After the expiration of the fourteen (14) day period, the matter shall be referred to the Fund Office or Collection Counsel. If the audit (individually or in combination with audits of the same employer covering other periods) indicates that the principal amount of the employer's unpaid contributions to the Funds and interest thereon total more than a *de minimis* amount prescribed by the Trustees, then the Fund Office or Collection Counsel shall send by Certified Mail, Return Receipt Requested, a Notice of Intent to Arbitrate (or, when appropriate, file a lawsuit in state or federal court, as set forth in Section VI) against the employer.

11. If the matter proceeds to arbitration or litigation, the employer will be responsible for all delinquent contributions, interest, delinquency assessment, debt collection service fees, attorneys' fees, the entire cost of a payroll review and/or audit, and any other expenses incurred by the Funds in determining the amount of the delinquency and in collecting the delinquency, to the full extent permitted by applicable law. However, the Delinquency Committee or Board of Trustees may reduce or waive the delinquency assessment, fees, costs, and expenses in any case where it is prudent to do so based on all the facts and circumstances.

12. In the event that an employer refuses to permit a payroll review and/or audit upon request by the Fund Office or the Outside Accounting Firms, or if the employer refuses the Outside Accounting Firms access to pertinent records, the Outside Accounting Firms shall inform the Fund Office. The Fund Office shall notify the District Council of the employer's lack of cooperation. Except as otherwise provided in this Policy, the Fund Office shall determine the estimated amount of the employer's delinquent contributions based on the assumption that the employer's weekly hours subject to contributions for each week of the requested audit period are

the highest number of average hours reported per week for any period of four consecutive weeks during the audit period. If the employer reported no hours during the audit period, then the determination shall be made based on the highest number of average hours reported per week for any period of four consecutive weeks during the prior audit period. A determination under this paragraph shall constitute presumptive evidence of delinquency. Prior to making such determination, the Fund Office shall send the employer a letter by Certified Mail, Return Receipt Requested, stating that such determination shall be made if the employer does not schedule an audit within seven (7) days after the date of the letter. Upon making such determination, the Fund Office or Collection Counsel shall send by Certified Mail, Return Receipt Requested, a Notice of Intent to Arbitrate (or, when appropriate, file a lawsuit in state or federal court, as set forth in Section VI) against the employer. In any such proceeding, the employer will be responsible for all delinquent contributions in the estimated amount determined under this paragraph, and all other amounts set forth in paragraph 10 of this Section.

13. If circumstances warrant, the Delinquency Committee may determine that, in lieu of or in addition to applying the estimation method prescribed by paragraph 11 of this Section, the Funds institute legal action to enforce the Trustees' right to conduct a payroll review and/or audit. In the event the Funds institute such action, the employer shall be assessed all costs and attorneys' fees incurred as a result of the employer's refusal to permit the payroll review and/or audit or refusal to make available all pertinent records. In addition to or in lieu of the procedures prescribed by this paragraph and/or paragraph 11 of this Section, the Delinquency Committee may determine to estimate the delinquency based on other available information in accordance with paragraph 7 of Section II.

14. In the event that the Fund Office determines that an interim payroll review and/or audit is desired for any reason, the Fund Office may direct the Outside Accounting Firms to conduct an "available records audit." In conducting such an available records audit, the Outside Accounting Firms shall look to any and all records available that will aid them in conducting the payroll review and/or audit.

15. In the event there is reason to suspect employer fraud or other misconduct with regard to such employer's obligations to the Funds, the Trustees or the Delinquency Committee shall have the right to conduct a forensic audit, notwithstanding that a payroll review may have already been conducted for the same time period.

16. The Outside Accounting Firms shall be required to obtain permission, in advance from the Funds' Executive Director, to audit any contributing employer which requires the auditor to travel in excess of one-hundred (100) miles or to have an overnight stay. In determining whether to authorize such an audit, the Funds' Executive Director shall consider the size of the employer, whether the employer is known to have performed a large amount of work in the geographical jurisdiction of the applicable collective bargaining agreement, whether the employer has had large delinquencies in the past, whether there is reason to suspect that the employer failed to make all required contributions to the Funds for the period covered by the proposed audit, the distance to be traveled, the expense to be incurred, and any other factor that the Funds' Executive Director reasonably deems relevant to the determination.

SECTION V
Interest, Delinquency Assessment, Debt Collection Service Fees, Attorneys' Fees and Costs

1. Interest owed by a delinquent employer shall be calculated at the prime lending rate of Citibank plus 200 basis points, compounded daily, on a declining principal basis. Interest shall accrue from the date the contributions were due to the date when payment of the contributions is received. As long as any amount remains unpaid on a delinquency, further interest continues to accrue daily on the outstanding balance.

2. Although interest shall accrue it shall not be assessed against a delinquent employer if the employer's delinquent contributions are received within the applicable "Grace Period." Employers are afforded a seven (7) day Grace Period, unless otherwise provided in the applicable collective bargaining agreement. If, however, such delinquent contributions are not received by the end of the applicable Grace Period, interest shall be assessed against the delinquent employer for every day after the contributions were due and interest shall continue to accrue to the date when payment of the delinquent contributions is received.

3. During the first quarter of each calendar year beginning after adoption of this Policy, the Funds' Collection Counsel shall obtain from the Fund Office a list of all employers that owe interest on past late payments during the prior six years, excluding payments prior to February 1, 2012. Collection Counsel shall promptly transmit a copy of the list to the Delinquency Committee and send a letter to each employer on the list demanding immediate payment of the interest upon pain of legal proceedings. If an employer has not paid the interest within thirty (30) days after the date of counsel's letter and owes interest in excess of a *de minimis* amount prescribed by the Trustees, Collection Counsel shall initiate legal action by sending by Certified Mail, Return Receipt Requested, to the employer a Notice of Intent to Arbitrate for the interest.

4. In addition to the interest referred to in paragraph 1 of this Section, in the event that a lawsuit, arbitration or other legal action is filed against a delinquent employer, a delinquency assessment shall be made against such employer. The amount of the delinquency assessment shall be the greater of (a) interest on the delinquent contributions determined in accordance with paragraph 1; or (b) liquidated damages in the amount of twenty percent (20%) of the principal amount of all delinquent contributions. This amount is calculated once on the sum of all delinquent contributions demanded in the collection action, rather than repeatedly on the principal amount of the delinquent contribution due in each period of the delinquency.

5. Debt collection service fees shall be assessed against a delinquent employer, at the same rate charged to the Funds.

6. Attorneys' fees shall be assessed against a delinquent employer, at the same hourly rate charged to the Funds for such services (or in the case of work conducted by the Funds' in-house counsel, a pro rata portion of such in-house attorneys' remuneration) for all time spent by Collection Counsel in collection efforts or in enforcing the Board of Trustees' rights to payroll reviews and/or audits.

7. All recoverable costs actually incurred in court or other legal actions for the collection of delinquent contributions or to enforce the Funds' right to conduct a payroll review and/or audit of the employer's records as well as the costs expended in conducting any payroll review(s) and/or audit(s) shall be assessed against the delinquent employer, except *de minimis* costs which are administratively impractical to determine on a case by case basis.

SECTION VI
Legal Action and Settlement

1. Except as otherwise provided in this Policy, legal action to collect delinquencies shall generally be in the form of arbitration. However, the Delinquency Committee may determine that a particular matter be filed in court where it is appropriate under the circumstances to do so. Legal action in the form of arbitration or a lawsuit in court shall be initiated and litigated to conclusion unless the Delinquency Committee determines otherwise.

2. The District Council shall be a named party to any arbitration or court proceeding pursued under this Policy unless it is inappropriate under the circumstances.

3. Employers shall not be permitted to delay legal collection procedures by postponements or dilatory tactics. If an adjournment or postponement is granted by Delinquency Counsel, the employer will be required to pay any adjournment costs, including the cost owed to the arbitrator for such postponement.

4. Collection Counsel is authorized to enter into settlement negotiations with delinquent employers. Collection Counsel is authorized to settle claims against delinquent employers in instances where payment is made immediately in full, including the delinquent contributions owed, interest thereon, delinquency assessment, debt collection fees, payroll review and/or audit fees, and attorneys' fees and costs. The Delinquency Committee must approve any settlement which waives or compromises any amounts due and owing including delinquent contributions, interest thereon, delinquency assessment, debt collection fees, audit fees, and attorneys' fees and costs, or which provides for payments over a period of time.

5. Settlements compromising the amount owed, including interest, delinquency assessment, payroll review and/or audit fees, attorneys' fees and costs, must be in writing, comply with the requirements of this Policy, and be signed on behalf of the Funds and on behalf of the employer. Settlements calling for payments over a period of time should adhere to Section VII of this Policy. Any settlement or other resolution of a delinquency matter should dispose of all outstanding amounts owed by the employer unless there is a compelling reason not to do so.

6. The Trustees and the Delinquency Committee acknowledge the requirements of Prohibited Transaction Class Exemption 76-1 regarding the determination of uncollectible funds, agreements for payment of less than the amount owing, and agreements for payments of amounts owing over a period of time. Any decision by the Board of Trustees or the Delinquency Committee that a contribution due to the Funds is uncollectible shall be: (a) in writing, (b) reasonable and appropriate based on the likelihood of collecting such contribution or the approximate expenses that would be incurred if the Funds continued to attempt to collect such contribution or any part thereof, and (c) made only after the Funds have made, or have caused to

be made, such reasonable, diligent and systematic efforts as are appropriate under the circumstances to collect such contribution or any part thereof.

7. Notwithstanding the procedures set out in this Policy, the Delinquency Committee or the Fund Office may refer any delinquent account to Collection Counsel at an earlier or later date than provided for herein where circumstances warrant that the collection action be expedited or delayed.

SECTION VII
Payment Plans

1. If an employer has failed to pay contractually required fringe benefit contributions and requests a payment schedule due to its financial condition, the Delinquency Committee is authorized to approve and the Fund Office is authorized to prepare and execute such a payment schedule, or "Payment Plan," provided that the following conditions are met:

a) the Payment Plan must be in writing, executed on behalf of both the Funds and the employer;

b) the Payment Plan must require payment of interest, at a rate as determined by the Delinquency Committee in accordance with paragraph 2 of this Section, compounded daily, on a declining principal basis, accrued from the date the contributions became due;

c) the Payment Plan will generally provide for full payment of principal and interest in no more than twelve (12) equal monthly payments, except in extraordinary circumstances;

d) the employer must agree to weekly payments of current fringe benefit contributions as they become due;

e) the employer must, in appropriate circumstances, execute a Confession of Judgment on behalf of the business entity and a Confession of Judgment and a personal guarantee on behalf of the principal thereof for the amount outstanding;

f) there shall be a notice in the written document setting forth the Payment Plan that any default by the employer will result in acceleration of the entire debt, reinstatement of any delinquency assessment that may have been suspended or waived, and immediate legal action;

g) the employer must provide appropriate documentation as requested by the Funds to substantiate its financial condition claim and be subject to audit; and

h) the employer must expressly agree to waive any conflicting time limitations or any other conditions set forth in its collective bargaining agreement with the District Council that would prohibit or limit the

District Council's or the Funds' responses to an employer's breach of the payment plan, including, but not limited to, collective bargaining agreement provisions limiting the District Council's shutdown rights until certain pre-conditions have been satisfied. Such waiver by the employer includes a waiver of any rights or remedies that the employer may otherwise have against the District Council and/or the Funds for engaging in such action.

2. The interest rate referred to in paragraph 1(b) of this Section shall ordinarily be the prime lending rate of Citibank plus 200 basis points for any employer's first Payment Plan; the prime lending rate of Citibank plus 500 basis points for any employer that had one prior Payment Plan; and the prime lending rate of Citibank plus 800 basis points for any employer that had two or more prior Payment Plans. However, the Delinquency Committee may, in its discretion, apply a different interest rate where appropriate on a case-by-case basis after a thorough review based on all the circumstances.

3. If the employer will not provide a Confession of Judgment on behalf of the business entity and a Confession of Judgment and a personal guarantee on behalf of the principal thereof, a written explanation should be provided.

SECTION VIII
Refunds of Erroneous Contributions

1. Once contributions are made to the Funds, they may be returned to an employer, in the Delinquency Committee's discretion, only upon the employer's written request and only if the employer conclusively demonstrates to the satisfaction of the Delinquency Committee that the contributions were made in error based on a mistake of fact or law.

2. In determining whether the contributions were made in error and whether a refund will be made, the Delinquency Committee shall consider all circumstances, including the period of time that has elapsed since the contributions were made and whether benefits have been paid based on the employer's erroneous reporting of hours or contributions. Generally, contributions will not be refunded if a written request is not received within two years of the date the hours were worked.

3. No refund shall be provided unless the Trustees find in their sole discretion that the refund is equitable and complies with all applicable provisions of law. Requests for refunds under $25,000 can be granted on a ministerial basis if made within 45 days for erroneous identification or arithmetic miscalculation of hours or rate if other provisions are satisfied.

4. The Patient Protection and Affordable Care Act provides that health plans must not rescind coverage, *i.e.*, cancel coverage retroactively (except to the extent attributable to a failure to timely pay premiums towards coverage), unless there is fraud or an individual makes an intentional misrepresentation of material fact. *See* Public Health Service Act § 2712. On June 22, 2010 the Departments of Treasury, Labor and Health and Human Services issued interim final regulations addressing in part this prohibition on rescission. In determining whether contributions to the Welfare Fund were made in error and whether a refund will be made, the

Delinquency Committee shall consider whether the requested refund would result in an impermissible rescission of coverage. If so, the Welfare Fund will not refund the contributions.

5. The Funds will deduct from any refund the amounts of any unpaid contributions, interest, delinquency assessment, audit fees or other amounts owed to the Funds by the employer, any investment losses incurred by the Funds on the erroneously contributed amounts, and all other costs, expenses, or losses incurred by the Funds as a result of the employer's error, including but not limited to the administrative costs of correcting the mistake, professional fees, computer related costs, any benefits paid in reliance on the erroneous contributions or hours, the costs of collecting or attempting to collect such benefits, and the expenses of any litigation resulting from the adjustment of any employee's pension or welfare benefits to reflect the erroneous contributions. Credits to employees' individual accounts based on the erroneous contributions will be deducted.

6. In accordance Internal Revenue Service regulations, the Funds will pay no interest or investment earnings to the employer in connection with the refunded amount.

7. An employer must not apply a claimed overpayment against subsequent amounts due to the Funds prior to review and approval of a refund or credit under this Policy. Any amounts so withheld by an employer will be treated as delinquencies for all purposes under this Policy.

8. If the Delinquency Committee determines that contributions are to be refunded, the Fund Office will issue the refund to the employer within six (6) months after the determination under this Policy that the contribution was made in error.

SECTION IX
Miscellaneous

1. This revised Policy is effective immediately upon adoption and applies to all matters pending at that time or initiated thereafter to the full extent permitted by law.

2. Except as provided in Section III, to the extent that any provision in this Policy is inconsistent with any collective bargaining agreement, the terms of this Policy shall govern to the full extent permitted by law.

3. A finding that any provision of this Policy is invalid shall not affect the validity of any other provision.

Adopted by the Board of Trustees at the March 20, 2014 Meeting.

Ryk Tierney, Executive Director
NYCDC Benefit Funds

Exhibit “E”

AJS
149 FIFTH AVENUE 11th FLOOR NEW YORK, NY 10010 T 212 [illegible] F 212 420 [illegible]
PROJECT MANANGEMENT, INC.

February 29, 2016

New York District Council of Carpenters
Benefit Funds
395 Hudson street
New York, NY 10014

Re: Audit Period: 6.25.12 to 12.29.13

Dear Sir/Madam:

This is to certify that I, Maria Sardoma prepared the Certified Payroll and miss classified the Trade Classification for each employees.

Please be advised that the following employees were Union and we agree that Benefits/Wages are owed to them.

Nunzio Gambino
James Harvey
Alexander Peter
Charles Sarriera
Nicholas Shuster
Lahkwinder Singh

The following are AJS' employees that were miss classified.

Claudio Barrea
Teodoro Cortes
Ruben Cueva
Ernesto Garcia Larios
Adolfo Garcia
Aljer Garcia
Michael James
Isidro Pacheco

AJS PROJECT MANAGEMENT, INC.

Norman Ramirez
Leocadio Rosas
Margartio Trejo

Their task was to repair windows, moving scaffolding, fixing doors, repair railings, repairing fence, masonry patch, demolition, cleanup and including protection. Work performed was not union-covered carpentry work.

We would appreciate it if this will be corrected accordingly.

Very truly yours,

Maria Sardonia

Carlene Sanchez
CARLENE M. SANCHEZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 15, 2020